

Bargaining Unit 1

Tentative  
Agreements

7/1/08 – 6/30/10



Union Proposal of August 22, 2008  
2008 NEGOTIATIONS

Ground Rules for SEIU Local 1000 and the State of California

Master Table Articles/Sections

- ☐ PREAMBLE
- ☐ 2.1 Union Representatives
- ☐ 2.2 Access
- ☐ 2.3 Use of State Equipment
- ☐ 2.5 Use of State Facilities
- ☐ 2.6 Steward Time Off
- ☐ 2.7 Employee Time Off
- ☐ 2.8 Union Steward Protection
- ☐ 2.9 Union Information Packets
- ☐ 2.10 Orientation
- ☐ 2.11 Bargaining Unit Chair Time Off
- ☐ 3.1 Union Security
- ☐ 3.2 Release of Home Addresses: Non-Law Enforcement Employees
- ☐ 4.1 State's Rights
- ☐ 5.1 No Strike
- ☐ 5.2 No Lockout
- ☐ 5.3 Individual Agreements Prohibited
- ☐ 5.4 Savings Clause
- ☐ 5.5 Reprisals
- ☐ 5.7 Non-Discrimination
- ☐ 5.8 Sexual Harassment
- ☐ 5.9 Joint Labor/Management Committee on Discrimination (JLMCD)
- ☐ 5.10 Labor/Management Committees
- ☐ 5.11 Dignity Clause
- ☐ 5.12 Upward Mobility Joint Labor/Management Committee
- ☐ 6.1 Purpose
- ☐ 6.2 Definitions
- ☐ 6.3 Time Limits
- ☐ 6.4 Waiver of Steps
- ☐ 6.5 Presentation
- ☐ 6.6 Informal Discussion
- ☐ 6.7 Formal Grievance – Step 1
- ☐ 6.8 Formal Grievance – Step 2
- ☐ 6.9 Formal Grievance – Step 3
- ☐ 6.10 Response
- ☐ 6.11 Formal Grievance – Step 4
- ☐ 6.12 Grievance Review
- ☐ 6.13 AWOL Hearing Back Pay
- ☐ 6.14 Mini-Arbitration Procedure
- ☐ 7.1 Holidays

3:22

8/22/08  
4:35pm  
TALD

Don Kaa  
Shuler  
James Henry  
Brook Willis  
Jacqueline McCall  
Lester Brown  
Lynela B417  
D. K. Sanders  
Mr. B021

8/22/08 4:35pm  
D. K. Sanders

- ☐ 8.1 Vacation/Annual Leave
- ☐ 8.2 Sick Leave
- ☐ 8.4 Parental Leave
- ☐ 8.5 Adoption Leave
- ☐ 8.6 Union Leave
- ☐ 8.7 Unpaid Leave of Absence
- ☐ 8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)
- ☐ 8.9 Catastrophic Leave - Natural Disaster
- ☐ 8.10 Release Time for State Civil Service Examinations
- ☐ 8.11 Release Time for State Personnel Board Hearings
- ☐ 8.12 Leave Credits Upon Transfer in State Service
- ☐ 8.14 Jury Duty
- ☐ 8.16 Family Medical Leave Act (FMLA)
- ☐ 8.18 Work and Family Participation
- ☐ 8.19 Paid Time Off-- Precinct Election Board
- ☐ 8.20 Blood Donation Programs
- ☐ 9.1 Health Benefit Plans
- ☐ 9.2 Dental Benefit Plans
- ☐ 9.3 Vision Benefit Plans
- ☐ 9.4 Rural Health Care Equity Program
- ☐ 9.5 Employee Assistance Program (EAP)
- ☐ 9.6 Pre-Tax of Health and Dental Premiums Costs
- ☐ 9.7 Pre-Retirement Death Continuation of Benefits
- ☐ 9.8 Joint Union/Management Benefits Advisory Committee
- ☐ 9.9 Presumptive Illness
- ☐ 9.10 Employee Injury on the Job
- ☐ 9.12 Flex/Elect Program
- ☐ 9.13 Long-Term Care Insurance Plan
- ☐ 9.15 Industrial Disability Leave (IDL)
- ☐ 9.16 Group Legal Service Plan
- ☐ 9.17 State Disability Insurance (SDI)
- ☐ 10.1 Health and Safety Commitment
- ☐ 10.2 Health and Safety Committees
- ☐ 10.3 Occupational Hazards
- ☐ 10.4 Injury and Illness Prevention Programs (IIPP)
- ☐ 10.6 Emergency Evacuation Procedures
- ☐ 10.12 Employee Restroom Facilities
- ☐ 10.21 Workplace Violence Prevention
- ☐ 10.22 Computer Work Stations
- ☐ 10.23 Independent Medical Examinations
- ☐ 10.27 Remodeling/Renovations and Repairs
- ☐ 10.28 Pest Control
- ☐ 10.29 Smoking Cessation
- ☐ 10.30 Health and Safety Grievances
- ☐ 10.X Health Promotion Activities
- ☐ 11.1 Salaries
- ☐ 11.4 Timely Payment of Wages
- ☐ 11.7 Merit Salary Adjustments (MSA)

TAD 8/22/08  
4:35 PM

*[Signature]*  
BRY

Brad Willis  
Jacqueline McCallum  
Ronda Brown  
Nkyola BU 17  
Lorene Quekett  
Don K. Har BU 21

LS  
8/22/08  
4:35 PM

- ☐ 11.10 Sustained Superior Accomplishment Awards
- ☐ 11.11 Union-Management Committee on State Payroll System
- ☐ 11.13 Tax Deferral of Lump Sum Leave Cash Out Upon Separation
- ☐ 12.1 Business and Travel Expense
- ☐ 12.2 Moving and Relocation Expenses
- ☐ 12.3 Parking Rates
- ☐ 12.4 Commute Program
- ☐ 12.5 Transportation Incentives
- ☐ 12.7 State Owned Housing
- ☐ 13.1 Personnel and Evaluation Materials
- ☐ 14.1 Classification Changes
- ☐ 14.2 Out-of-Classification Grievances and Position Allocation Hearing Process
- ☐ 14.3 Classification/Pay Data
- ☐ 14.6 Job Announcements
- ☐ 14.8 Contracting Out
- ☐ 15.3 Hardship Transfer
- ☐ 16.1 Layoff and Reemployment
- ☐ 16.2 Reducing the Adverse Effects of Layoff
- ☐ 16.3 Alternative to Layoff
- ☐ 16.4 Military Installations
- ☐ 16.5 Layoff Employee Assistance Program
- ☐ 17.1 First Tier Retirement Formula (2% @ 55)
- ☐ 17.2 Second Tier Retirement Plan
- ☐ 17.4 State Safety Retirement
- ☐ 17.7 Enhanced Industrial Retirement
- ☐ 17.8 Employer-Paid Employee Retirement Contributions
- ☐ 17.10 1959 Survivor's Benefits – Fifth Level
- ☐ 18.1 Permanent Intermittents (PI)
- ☐ 19.5 Set Up/Shut Down Time
- ☐ 19.10 Work In Multiple Time Zones
- ☐ 19.11 Call Back Time
- ☐ 19.12 Standby Time
- ☐ 24.1 Entire Agreement
- ☐ 24.2 Duration
- ☐ Side Letter #1 – Golden Handshake
- ☐ Side Letter #3 – Domestic Partner
- ☐ Side Letter #4 – Access Agreement
- ☐ Addendum I – Time Off for Victims of Domestic Violence

TAD 4:35 pm 8/22/08

*[Signature]*

*[Signature]*

*[Signature]*

Brook Willis

Jacqueline McCallum

Ruth Jones BW

Nigeria BU 17

Laverne Jackie unit 14

Don't know BVA

La

JS 8/22/08

4:35 pm



# Management Proposal

Bargaining Unit: All Units

Date: \_\_\_\_\_

Exclusive Representative: SEIU, Local 1000

Subject: Furlough

2/13/9

## ARTICLE New Mandatory Personal Furlough Leave Program

A) Effective with the February 2009 pay period and ending June 30, 2010, full time bargaining unit employees shall be subject to a Mandatory Personal Furlough Leave Program (MPFLP) eight (8) hours per month in the manner outlined below:

1. Effective with the February 2009 pay period, each full time employee's monthly pay shall be reduced by 4.62%. However, salary rates and salary ranges shall remain unchanged. Each full-time employee shall continue to work his/her assigned work schedule.
2. Each full time employee shall be credited with eight (8) hours of MPFLP time on the first day of the following monthly pay period each month for seventeen (17) months. The MPFLP leave credits shall be credited to the employee's MPFLP leave balance.
3. Employees will be given maximum discretion to use the MPFLP time subject to operational considerations. Use of deferred MPFLP time off is subject to supervisory approval, except that appointing powers shall ensure that all MPFLP time off is scheduled and taken prior to July 1, 2012. MPFLP time shall be requested and used by the employee in the same manner as vacation/annual leave. Request for use of MPFLP time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may order employees to take MPFLP time off to meet the intent of this section. MPFLP time shall not be included in the calculation of vacation/annual leave balances pursuant to Article 8 (Leaves).
4. Time during which an employee is excused from work because of MPFLP time usage shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week. \*
5. MPFLP time may not be cashed out at any time, nor may it be "carried over" beyond July 1, 2012. However, MPFLP may be used in lieu of sick leave.

B) This MPFLP shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision, benefits, or the flex-elect cash option.

C) Compensation for purposes of retirement and death and disability benefits shall not be affected by the MPFLP and shall be based on the unchanged salary rate that would have been credited had the employee not been in the MPFLP.

D) Service calculation for purposes of retirement allowances for employees participating in the MPFLP shall be based on the amount of service that would have been credited had the employee not been in the MPFLP.

\* Deleted with understanding its covered by "Bride" contract protections

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John  
TA 2/13/9  
9:07 PM

# Management Proposal

CT MPFLP  
New pg 2

E) The MPFLP reduction shall not affect transfer determinations between state civil service classifications.

F) Part time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined consistent with the employee's time base consistent with the chart in Article 7.

G) Seasonal employees are not subject to the MPFLP.

H) Dispute regarding the denial of the use of MPFLP time may be appealed through the grievance procedure. Other dispute arising from this MPFLP section may be appealed through the grievance procedure, except that the decision by the Department of Personnel Administration shall be final and there may be no further appeals.

*TC 1819  
13 FEB 09  
Bul 14*  
I) ~~If there is a significant decrease in revenues which cause the Governor to proclaim a fiscal emergency under Proposition 58, resulting from either the failure of the Lottery Modernization Act to be approved by the voters or further deterioration of the economy, the Governor retains the authority to implement additional furloughs beyond those recognized in this MOU in accordance with Government Code section 9516.5.~~

*Bud 11/11*  
J) ~~All Permanent Intermittent employees and Special School employees who are subject to the State Special Schools 10-Month compensation agreement shall be subject to the proration of salary and MPFLP credits pursuant to the below chart.~~

<u>Hours Worked During Pay Period</u>	<u>Salary Reduction In Hours</u>	<u>MPFLP Credit</u>
0 - 10.9	0	0
11 - 30.9	1	1
31 - 50.9	2	2
51 - 70.9	3	3
71 - 90.9	4	4
91 - 110.9	5	5
111 - 130.9	6	6
131 - 150.9	7	7
151 or over	8	8

*John Chapin*  
K) As it relates to employees in Bargaining Unit 3, this Article shall be applied consistent with the Addenda to this Article applicable to Bargaining Unit 3 employees by CDCR-DAI, CDCR-DJJ and CDE.

*John Chapin*  
K) Employees on SDI, IDL, EIDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Mandatory Personal Leave Program for that month. Participation in the MPLP shall not affect eligibility in FMLA per Article 8.16.

r offices



*State's Counter*  
~~SEIU Local 1000 Proposal~~  
Master Table  
February 13, 2009

Contract Protection

TA  
2/13/9  
9:07 PM

A. If any other State bargaining units enter into an agreement that provides an economic package of greater value than that provided to Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21, then SEIU, as the exclusive representative, may reopen related economic provisions of its MOU and meet and confer in good faith with the State over similar or equivalent increases to be provided to SEIU members.

B. The terms of this article shall only apply to immediate successor agreements of bargaining units that do not have a current MOU. This provision does not apply to any MOU term and condition of employment currently in effect.

State proposing the following:

*John Chyn*

C. Should the Legislature amend or enact any provision of law that allows the State to exclude leave from counting as time worked for purposes of determining the number of hours worked in a work week, that provision to the extent that it may be in conflict with this MOU, shall not be superseded by any provision of the MOU. Any and all MOU sections or past practices that conflict with this new provision of law shall immediately be superseded without further action.

*SEIU T/P*  
*Margaret Maldonado*  
*Janet*  
*W. 14*  
*Ronna*  
*Bridget*  
*UNIT 11*  
*302*  
*4*  
*Current*  
*Unit 17*  
*Unit 13*  
*4-15*

Management Proposal

11:30 AM  
passed  
8/29/08

Bargaining Unit: Common Table

Exclusive Representative: SEIU

PREAMBLE (~~Excludes Unit 14 and 17~~)

This MEMORANDUM OF UNDERSTANDING, hereinafter referred to as the Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to sections 19815.4 and 3517 of the Government Code, and Service Employees International Union (SEIU) Local 1000 (Union of California State Workers), or the Union, pursuant to the Ralph C. Dills Act (Dills Act) commencing with section 3512 of the Government Code, and has as its purpose the promotion of harmonious labor relations between the State and the Union; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, including health and safety.

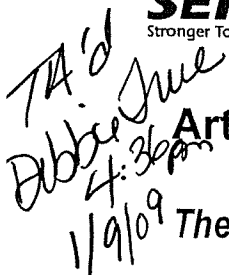
The term "Contract" as used herein means the written agreement provided under section 3517.5 of the Government Code.

Tal'd  
Garcia  
8/29/08 3:46pm

TA'd 8/29/08 3:46p

TA'd 8/29/08 3:46p  
Bargaining Unit 17  
N Lyerla  
K Cowart  
D. Bunker & Bul 17  
K. Bunker  
Bul 17  
K. Bunker

Danell J. Lina  
Brad Willis  
Jay P. Lina  
Rohy Lina  
M. Lina  
G. Lina  
Jury Lina  
K. Lina



**Article and Section No.: 1.1**

## Proposal No.: 2

***The Union proposes the following changes be made to the following section:***

## 1.1 Recognition

A. (Unit 1) Pursuant to Public Employment Relations Board (PERB) Decision SA-SR-1, as amended by SA-AC-54-S, the State recognizes the Service Employees International Union, (SEIU) Local 1000 (Union of California State Workers), as the exclusive representative for the Professional Administrative, Financial, and Staff Services Bargaining Unit, hereinafter referred to as Unit 1. Unit 1 consists of all employees in the job classifications listed by title in the salary schedule Appendix "A" attached hereto and incorporated by reference as a part of this Contract. Any new classes established and assigned to Unit 1 shall be incorporated in the Contract.

B. Pursuant to Government Code sections 19815.4 and 3517, the Service Employees International Union (SEIU), Local 1000 (Union of California State Workers) recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the director or his/her designee, except as otherwise specifically spelled out in this Contract.

The Service Employees International Union (SEIU), Local 1000  
(Union of California State Workers) agrees to hold the State

1-9-89  
4:36 PM

SEU  
TA  
Maggie  
Melinda  
~~Paul~~  
Cindy Kaufman  
Maggie  
Paul  
Cathy  
Miss  
Helen  
Diane  
B. P.  
S  
C  
C  
R  
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A

harmless, defend and indemnify the State and its officers, agents, and employees for fees, costs, and damages resulting from a challenge, in any forum (administrative or judicial) by any person or entity, to the provisions of this article.

1-9-09 4:36 pm  
SEIU T/A

Margaret Melamed

Paula Hoffmann

Cindy Hoffmann

Margaret Wilson

Paula Hoffmann  
Cathy Harkitt  
Marlene Curley

Bundy M  
Rene Aguirre

Jaqueline Maclean  
Karen Lippert

Todd Smith

Bundy Johnson  
Theresa Johnson

1/9/09  
DT



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**June 25, 2008**

E45  
6/25/08  
SEIU  
9:53 am

**Article and Section No.: 1.2.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**1.2.1 Designation of Confidential Positions**

A. "Confidential employee" is defined as any employee who is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of management positions [Government Code section 3513(f)].

B. Performance of the following work tasks does not in and of itself justify/qualify for confidential status:

1. Processing grievances;
2. Processing Workers' Compensation claims, appointment papers, Family Medical Leave Act (FMLA) applications and policies, examination design and execution, training of employees, handling post and bid programs.

The State may designate up to eight hundred (800) <sup>spelled out</sup> Unit 1 positions as confidential. All incumbents in confidential positions shall remain in those positions. The eight hundred (800) number shall be reached through attrition. This limit shall include positions already designated by the (PERB) Each appointing power may have at least one position designated as confidential.

TA'd  
6/25/08  
9:00 pm  
Abraham  
James

SEIU 1020  
6/25/08  
9:00 pm  
TA  
Margaret Wilson  
Paul Lockhart  
Margaret Wilson  
Paul Lockhart



- D. If the State proposes to designate positions as confidential, the State shall provide Notice to the Union and shall meet and confer with the Union upon request. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution.
- E. The State agrees that no Union officer, bargaining unit council member, or job steward shall be involuntarily transferred, assigned or designated into a confidential position.
- F. The State agrees to provide the Union with a list of incumbents in confidential positions by department; including names, classifications and position numbers; upon request but in no event more than every six (6) months following the ratification of the Contract.
- G. Any grievance regarding this Contract section shall be filed by the Union at Step 3 (DPA).

TA 6  
9:00am  
6/25/08  
Deborah June

SEN 1000  
T/A 9:00 pm 6/25/08  
Margaret Melchior  
J.S. Henderson  
Paul Kuchler  
Michelle  
Paul Gonzalez



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

CT  
9/13/09  
9:07  
TA

**Article and Section No.: 2.1**

*The Union proposes the following changes be made to the following section:*

**2.1 Union Representatives**

A. The State recognizes and agrees to deal with designated Union stewards, elected bargaining unit council representatives, and/or Union staff on the following:

1. The enforcement of this Contract;
2. Employee discipline cases, including investigatory interviews of an employee who is the subject of a non-criminal investigation;
3. Informal settlement conferences or formal hearings conducted by the PERB;
4. Matters scheduled for hearing by Victim Compensation and Governmental Claims Board;
5. Matters pending before the State Personnel Board (SPB);
6. AWOLs and appeals to set aside resignations;
7. Discussions with management regarding denials of reasonable accommodation;
8. The DPA statutory appeal hearings.

B. A written list of Union stewards and elected bargaining unit council representatives broken down by department, unit, and designated area of representation, shall be furnished to each department and a copy sent to the State immediately after their designation. The Union shall notify the State promptly of any changes of such stewards.

*[Handwritten notes and signatures on the left margin, including "u-13", "u-15", and "u-17"]*

*[Handwritten signature on the right margin]*

*[Handwritten signatures and notes at the bottom, including "Brenda Willis u-11" and "u-15"]*

*[Handwritten note at the bottom right: "NYer 8417"]*

Union stewards shall not be recognized by the State until such lists or changes thereto are received.

C. A Union steward's "area of representation" is defined as an institution, office, or building. However, the parties recognize that it may be necessary for the Union to assign a steward an area of representation for several small offices, department, or buildings within close proximity. Disputes regarding this paragraph may be appealed directly to the DPA step of the grievance procedure.

D. The area of responsibility of the District Labor Council (DLC) presidents and chief stewards shall be all worksites within the DLC. When the area of representation is within close proximity Section C shall be observed, otherwise this leave will be union paid leave.

The union representatives shall provide reasonable advance notice based on the circumstances requiring their representation under 2.1.A.

*Handwritten notes:*  
 a. [unclear] unit 7-14  
 Brad Willis unit 11  
 [unclear] #4  
 [unclear] BU 17  
 [unclear] 2-15  
 [unclear] Malden U  
 [unclear] [unclear] U21  
 [unclear] U3

*Signature:* [unclear]



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

CT  
2/13/09  
9:07p  
TIT

Article and Section No.: 2.2

Package Proposal

*The Union proposes that no changes be made to the following section:*

**2.2 Access**

A. Union stewards, Union staff, and/or elected bargaining unit council representatives may have access to employees to represent them pursuant to section 2.1(A) above. Access shall not interfere with the work of the employees. Union stewards, Union staff, or elected bargaining unit council representatives seeking access to employees must notify the department head or designee in advance of the visit.

B. Access to bargaining unit employees shall not be unreasonably withheld; however, it may be restricted for reasons of safety, security, or patient care including patient privacy. If access is restricted, other reasonable accommodations shall be made.

UNION  
Rafael BU20  
Bridgette Bu 11  
in J unit Bu 14  
Margaret Maldonado BU 1  
Yury Rawhead Bu 21  
N. Lopez BU 17  
Holly Bu 15  
Diana #3  
Alicia unit 14  
Sara #4  
u-15

## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 2, Section 2.3

### 2.3 Use of State Equipment (~~Excludes Unit 24~~)

- A. Union stewards shall be permitted reasonable use of State phones and video phones (VP)/telecommunication devices for the deaf (TDD) to make calls for Union representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. Union Stewards shall be permitted minimal and incidental use of State equipment for representational activities as defined in section 2.1 ~~and 2.1.17~~, if said equipment is available and utilized as a normal part of his/her duties. Such use of State equipment shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Union Stewards shall be permitted reasonable and occasional use of fax machines and copiers for Union representation purposes provided that such use does not result in additional cost to the State, nor interfere with State operations.
- D. Use of State equipment or the time used for activities permitted in this section shall be subject to prior notification and approval by the employee's immediate supervisor.

Taid  
6/17/08  
11:32 a.m.  
Gardner

TA

11:32  
6-17-08

Ralph Hawthorn unit 1  
Rick Jones BU 20  
Jury Sawhead U21  
Albert Jones BU 14  
Connie Kabeary BU 11  
Francis Pan BU 4  
Bob Shules BU 5  
Dennis BU 3  
Nancy Lyster BU 17

To: DPA: 10:01am  
6/25



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No.: 2.4**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**2.4 Distribution of Union Information**

A. The Union may use existing employee organization bulletin boards to post materials related to Union business. Upon mutual agreement between an authorized Union representative and the department, Union bulletin boards will be where they are accessible to employees. When required in advance, the Union shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.

B. The Union may, before or after work hours or during meal and rest periods, distribute Union literature. Distribution of Union information shall not be unreasonably denied or disrupt the work of others. However, if access for distribution of information is restricted for safety, security, or patient care including patient privacy, other reasonable accommodation will be made in accordance with department procedures.

C. The Union may continue to use existing employee mailboxes and in-baskets for distribution of literature. Such information will be distributed to departmental employees based on the department's policies and procedures in distributing other non-business information.

5:18pm  
R/O TAD  
Dabbin

5:18  
TAS  
SEIU 1000

CUK  
RA  
[Signatures]

D. The Union agrees that any literature posted or distributed on-site will not be libelous, obscene, defamatory, or of a partisan political nature.

E. The Union shall be permitted incidental and minimal use of State electronic communication systems for communication of Union activities as the departments permit for other non-business purposes.

F. The use of electronic communication systems (devices) are not considered private or secure information and are subject to being monitored by the department.

TA'd  
R/O.  
Dubbie  
5-18-88

TA Local 1000  
SEIU

Jacqueline McCollier  
Janet Ann Midmore

Margaret Wilson

Jim Agul  
Todd Smith

Andy Kraft

Edward M. [unclear]  
[unclear]

Loren Devall  
Linda  
Maurice [unclear]

Blanche [unclear]

Maureen Curren  
Dawn [unclear]  
Mick [unclear]



UNION PROPOSAL  
Bargaining Units: All  
June 9, 2008

2:35  
6/9/08

Article and Section No.: 2.5

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**2.5 Use of State Facilities**

The State will continue to permit use of certain facilities for Union meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, the Union shall reimburse the State for additional expenses, such as security, maintenance, and facility management costs or utilities, incurred as a result of the Union's use of such State facilities.

Ta 4:28  
Gardus

TALD 4/28 6/09/08

*[Signature]*  
Chair BU3

*[Signature]*  
Chair BU 15

*[Signature]*  
Chair U-21

*[Signature]*  
Chair U-20

*[Signature]*

*[Signature]*  
Medu

*[Signature]*  
Connie F. Kearney

Nancy L. Lyerla BU 17

*[Signature]*  
Sag Vah #4





**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

CT  
2/13/09  
9:07 P  
TA

**Article and Section No.: 2.6**

**Package Proposal**

*The Union proposes the following changes be made to the following section:*

**2.6 Steward Time Off**

Upon request of an aggrieved employee, a steward shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with section 2.1(A), ~~2.1.17(B), and 2.1.21(A)~~ of this Contract, provided the employee represented is in the steward's designated area of representation. Release time for these purposes is subject to prior notification and approval by the steward's immediate supervisor. Upon mutual agreement of the parties, a reasonable number of additional stewards can also be granted reasonable time off under this section.

UNION  
Bridgette Brown  
Bridgette Brown BU 11  
Alicia Brown BU 14  
Margaret Maldonado BU 11  
Terry Kawhead BU 21  
N. Luerla BU 17  
Charles BU 15  
Dana #3  
J. Smith #3

Julius Chappin

MANAGEMENT PROPOSAL

from DPA  
Holiday one

Bargaining Unit:

Date: 6-10-08 11<sup>07</sup>

Exclusive Representative: SEIU

Subject: Article 2

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

The State proposes no changes to the following language.

2.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a Union representative on representational matters at the work site in accordance with section 2.2 above during work hours, subject to approval of the employee's supervisor.

10:07  
Tad  
Ganders

SEIU 1000 T/A 6/10/08  
Margaret Mardel U1  
N. Gerla BU 17  
Connie Kalaany BU #11  
L. J. #4  
M. L. BU 14  
R. J. BU 20  
Terry Lawhead U21  
C. D. BU 3

# MANAGEMENT PROPOSAL

Date: \_\_\_\_\_

CT 2/13/09  
9:07 P  
TA

Exclusive Representative: SEIU

Subject: Article 2

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

The State proposes the following changes be made to the following language.

## 2.8 Union Steward Protection

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against Union stewards, or otherwise interfering with, restraining, or coercing Union stewards because of the exercise of any rights given by this Contract.

Grievances under this section shall be filed at the first formal level of the grievance process. If the allegations are against the employee's immediate supervisor and the immediate supervisor is the first formal level, then the grievance may be filed at the next level of supervision.

*[Handwritten signatures and notes:]*  
A K [unclear] unit 14  
Brid [unclear] unit 11  
Nigel [unclear] unit 4  
J [unclear] unit 17  
M [unclear] unit 15  
Jerry Lawhead unit 21  
D [unclear] unit 23



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 10, 2008**

6/10/08  
12:18

**Article and Section No.: 2.9**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**2.9 Union Information Packets**

Upon initial appointment to any position as a probationary or permanent employee, the employee shall be informed by the employer that the Union is the recognized employee organization for the employee in said classification. The State shall present the employee with a packet of Union information which has been supplied by the Union.

~~A. The packet of information provided by SEIU Local 1000 shall include a pre-addressed, stamped postcard that the employee may use to notify SEIU Local 1000 of a new appointment.~~

To  
Janders  
10:22am  
6/17/08

TA'd 10:22  
6-17-08  
Dunka BU3  
Shuler BU15  
Kenny BU11  
Francine Pan BU4  
W. J. BU14  
L. J. BU21  
R. J. BU20  
Nancy L. BU02  
BU17



CT  
2/13/09  
9:07 p  
TA

## Packaged Proposal #4

*This Union proposes the following changes be made to the following section:*

## 2.10 Orientation

- A. During any regularly scheduled orientation session for new employees, a Union representative shall be given the opportunity to meet with bargaining unit employees for twenty (20) ~~fifteen (15)~~ minutes for orientation of the employees to the Contract and the Union.
- B. In work locations not accessible to regularly scheduled departmental orientation, each new bargaining unit employee shall be given the opportunity to meet with a Union representative for twenty (20) ~~fifteen (15)~~ minutes during normal working hours for orientation to the Contract and the Union.
- C. It is understood that the twenty (20) minutes is for the presentation and shall not be counted against reasonable state travel time to and from the presentation.

tion  
and

*[Handwritten signatures and notes:]*

- Wm. J. ...
- ... 14
- ... Unit 11
- ... #4
- ... 84 / 7
- ... 475
- ... Unit 10
- ... Unit 11
- ... Unit 12
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- ... Unit 99
- ... Unit 100

10:29 AM  
6/17/08

## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 2, Section 2.11

### 2.11 Bargaining Unit Negotiating Committee Member Chair-Time Off (Excludes Unit 21)

The appropriate bargaining unit chair, or vice chair, or a designated negotiating committee member, not both all, shall suffer no loss in his/her regular compensation for attendance at scheduled bargaining unit negotiations with management during the term of this Contract.

4:36 PM  
6/20/08  
J. Sanders  
ba

TALD

Donna BU3

John Shules BU18

N Lyerla BU17

Quenne Lister BU21

Connie Kaban BU11

Jerry Raichard BU21

Jay Perkins #4

Luana Jones BU20

M. H. BU14

N Lyerla BU17



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2009**

2:35  
6/9/08

**Article and Section No.: 3.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**3.1 Union Security**

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. Effective with the beginning of the first pay period following ratification of this Contract by the Legislature and the Union, the State agrees to calculate, deduct, and transmit to the Union, Fair Share fees from State employees who do not have membership dues deductions for the Union, based upon an amount or formula furnished by the Union for Fair Share fees deductions. The State further agrees to recalculate, deduct, and transmit Fair Share fees to the Union based upon any revised amounts or formulas furnished by the Union for Fair Share fees deductions during the term of this Contract. The State and the Union agree that a system of authorized dues deductions and a system of Fair Share fee deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, and 3515.8, subject to the following provisions:

TAID 4:30 6/9/08

*[Signature]*

BU3  
Charles  
BU 15

Laurehead  
BU 21

CHAIR UNIT 20  
BU 11  
BU 17

1. When Fair Share fees are in effect, an employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller at any time. An employee who so withdraws his/her membership shall

*[Signature]* #4

Connie Kabeau  
BU 11  
BU 17

TAID  
4:30  
Gandias

be subject to paying a Fair Share fee, if such a fee is applicable.

2. The Union agrees to indemnify, defend, and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this section and the deductions arising there from.
3. The Union agrees to annually notify all State employees who pay Fair Share fees of their right to demand and receive from the Union a return of part of that fee pursuant to Government Code section 3515.8.
4. No provisions of this section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.
5. Should a rescission election be successful, the written authorization for payroll deductions for Union membership shall remain in full force and effect during the life of this Contract except that any employee may withdraw from the Union by sending a signed withdrawal letter to the Union with a copy to the State Controller's Office (SCO) within thirty (30) calendar days prior to the expiration of this Contract.

TA'd 4:30 6/9/08

CUF U3

Charles BA 15

Hayward BU 21

Renee for chair UNIT 20

Connie Fabian BU 11

NLyerla BU 17

Leg. Park #4



## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 3, Section 3.2

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 3.2.17.17 for Unit 17 and 3.2.21 for Unit 21.

### 3.2 Release of Home Addresses: Non Law Enforcement Employees (Excludes Unit 17 and Unit 21)

#### A. Home Addresses – Generally

1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
2. Notwithstanding any other provision of this Contract, any employee may have his/her home address withheld from the Union at any time by submitting a written request to his/her appointing power on a form provided by the State.

#### B. Home Address Withholding

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

#### C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

#### D. Release and Use of Addresses

The State Controller's Office (SCO) shall send the Union a list of all bargaining unit employees who, pursuant to subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

#### E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach bargaining unit employees.

Taid 11:33 AM  
J. Sanders  
6/17/08

Taid 11:33  
6/17/08

Francis Pass BU 4  
Page 1 of 2  
Gonzalez BU 3  
Nancy L. Lyle

Dale Hawkins Unit 1  
Dale Hawkins BU 20  
Jerry L. Lyle BU 21  
Albert L. Lyle BU 4  
Mune Shabazz BU 11

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the security of work and home addresses, and shall not disclose or otherwise make them available to any person, entity, or organization.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union agrees to jointly defend this section and to hold the State of California, its subdivisions, and agents harmless in defending challenges of any nature arising as a result of this section of the Contract.

I. Nature of Material

The Union agrees that any literature mailed to employees by the State will not be libelous, obscene, defamatory, or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the Union, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

TALD  
11.33  
61708

Xanthi Hamin unit 1  
Rutha for BU 20  
Jerry Lawhead U21  
Connie Foreman BU 11  
Francine Pans BU 4  
Goly Sherie BU 15  
Danna BU 3  
Nancy Lyerla BU 17



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

CT 2/19/09  
9:07 P  
TA

**Article and Section No: 4.1**

**Package Proposal**

*The Union proposes the following changes be made to the following section:*

**4.1 State's Rights**

A. Except for those rights which are abridged or limited by this Contract, all rights are reserved to the State.

B. Consistent with this Contract, the rights of the State shall include, but not be limited to, the right to determine the mission of its constituent departments, commissions, and boards; to maintain efficiency of State operation; to set standards of service; to determine, consistent with Article VII of the Constitution, the Civil Service Act, and rules pertaining thereto, the procedures and standards of selection for employment and promotion, layoff, assignment, scheduling and training; to determine the methods, means, and personnel by which State operations are to be conducted; to take all necessary action to carry out its mission in emergencies; to exercise control and discretion over the merits, necessity, or organization of any service or activity provided by law or executive order. The State has the right to make reasonable rules and regulations pertaining to employees consistent with this Contract, provided that any such rule shall be uniformly applied to all affected employees who are similarly situated.

*John Chyn*

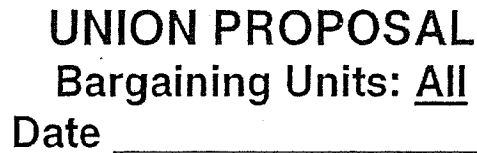
*UNION*  
*Handwritten signatures and notes:*  
*Brady Willis Bu 11*  
*Angie Brown Bu 14*  
*Monica Maldonado Bu 17*  
*Yvonne Pawhead Bu 21*  
*Wendy Bu 17*  
*Roby Charles Bu 17*  
*Quinn #3*  
*Patricia #4*  
*Janet #4*  
*14*

U. S. 211 DUM  
9:07 P  
TA

B. C. This article is not intended to, nor may it be construed to, contravene the spirit or intent of the merit principle in State employment, nor limit the rights of State civil service employees provided by Article VII of the State Constitution or bylaws and rules enacted thereto. Any matters which concern the application of the merit principle to State employees are exclusively within the purview of those processes provided by Article VII of the State Constitution or bylaws and rules enacted thereto.

UNION  
Rosa  
Brad Willis BU 11 Bact  
Margaret Melendy BU 81  
Jerry Lawhead BU 81  
N. L. Herla BU 17  
Dana #4 BU 15  
Dana #3 unit 14  
A. R. J. unit 15

John Chapman



CT  
2/13/09  
9:07 p  
TA

# Package Proposal

## 5.1 No Strike

- A. During the term of this Contract, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage in a work slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the State.
- B. The Union agrees to notify all of its officers, stewards, chief stewards, and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during any activity which may be caused or initiated by others, and to encourage employees violating this section to return to work.

UNION  
~~Roman~~  
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 Bu 17 Bu 21  
 Bu 15 Bu 18  
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 Bu 608 Bu



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

CT  
2/13/09  
9:07p  
TA

**Article and Section No: 5.2**

**Package Proposal**

*The Union proposes that no changes be made to the following section:*

**5.2 No Lockout**

No lockout of employees shall be instituted by the State during the term of this Contract.

UNION  
Randy [unclear]  
Brad [unclear] Bu 11  
CAB [unclear] Bu 11  
Margaret Mulder Bu 1  
Lynn Landrad Bu 1  
N Lyeila Bu 17  
[unclear] #4  
[unclear] Bu 15  
[unclear] #2 unit 14  
[unclear] Bu 15

*[Signature]*



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2008**

2:35  
6/9/08

**Article and Section No: 5.3**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**5.3 Individual Agreements Prohibited**

The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits not covered in this Contract to any employee unless such action is with Union concurrence.

Tad 4:33  
J. Sanders

TAd 4:33 6/9/08  
Quincea BUS  
Charles BU 15  
Jury Pawhead BU 21  
Risingone CHAIR UNIT 20  
W. 14  
Margie Made 14  
Conne Kaberry BU 11  
N Lyela BU 17  
Jay P. 44



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2008**

2:35  
6/9/08

**Article and Section No: 5.4**

**Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**5.4 Savings Clause**

Should any provision(s) of this Contract be found unlawful by a court of competent jurisdiction or invalidated by subsequently enacted legislation, the remainder of the Contract shall continue in force. Upon occurrence of such an event, the parties shall meet and confer as soon as practical to renegotiate the invalidated provision(s).

TAK 4:34 6-9-08  
Donna BU3  
Ephraim BU15  
Laurie BU21  
Ronda for chair WITW  
Wesley 14  
Margaret Meade BU4  
Connie Kelsey BU11  
Nancy BU17  
Amy Parker #4

Todd 4:34  
J. Gander





**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

**Article and Section No: 5.5**

**Proposal No.: 3**

*The Union proposes no changes to the following section:*

**5.5 Reprisals**

The State and the Union shall be prohibited from imposing or threatening to impose reprisals by discriminating or threatening to discriminate against employees, or otherwise interfering with, restraining, or coercing employees because of the exercise of their rights under the Ralph C. Dills Act or any right given by this Contract. The principles of agency shall be liberally construed.

TA  
J. Sanders  
9/16/08  
4:07 PM

TA'd 9/16/08 4:07  
D. Medina  
Ray Baker #4  
W. Brown  
Bu #4  
Myra Conbr. #21  
Brook Willis Bu 11  
K. Corwin Bu 17  
K. Corwin Bu 20  
J. Corwin Bu 18  
J. Corwin Bu 1  
unit 1

To: DPA 6/25  
10:02am



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 5.6**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**5.6 Supersession**

The following enumerated Government Code sections and all existing rules, regulations, standards, practices, and policies which implement the enumerated Government Code sections are hereby incorporated into this Contract. However, if any other provision of this Contract alters or is in conflict with any of the Government Code sections enumerated below, the Contract shall be controlling and supersede said Government Code sections or parts thereof and any rule, regulation, standard, practice, or policy implementing such provisions.

TA'd  
9/19/08  
5:13pm  
Debbie Jue

TAS: BAY  
SEIU Local 1000

**A. Government Code Sections**

**1. General**

- |       |  |
|-------|--|
| 19824 | Establishes monthly pay periods.   |
| 19838 | Provides for methods of collecting overpayments and correcting payroll errors to employees.                                |
| 19839 | Provides lump sum payment for unused vacation accrued or compensating time off upon separation.                            |
| 19888 | Specifies that service during an emergency is to be credited for vacation, sick leave, and Merit Salary Adjustments (MSA). |

**2. Step Increases**

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- 19829 Requires DPA to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual MSAs for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.
- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded.  
(Red Circle Rates)

### 3. Holidays

- 19853 Establishes Holidays
- 19854 Adds Personal Holiday

### 4. Vacation

- 19856 Requires DPA to establish rules regulating vacation accrual for part-time employees and those transferring from one State agency to another.
- 19856.1 Allows DPA to establish rules for vacation accrual for absences of ten days or less.
- 19858.1 Establishes vacation earning rate.
- 19863 Allows vacation use while on temporary disability (due to work-incurred injury) to augment paycheck.

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Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.

## 5. Sick Leave

19859

Defines amount earned and methods of accrual for full-time and part-time employees.

19861

Allows DPA to establish rules for sick leave accrual for absences of ten days or less.

19862

Allows for accumulation of sick leave.

19863

Allows sick leave use while on temporary disability (due to work incurred injury) to augment paycheck.

19863.1

Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.

19864

Allows DPA to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.

19866

Allows rules to allow sick leave accumulation for non-civil service employees.

19991.4

Provides that absence of an employee for a work-incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

## 6. Uniforms, Work Clothes, and Safety Equipment

19850

Definitions

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- 19850.3 DPA to determine need for uniform replacement
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

**7. Industrial Disability Leave (IDL)**

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.
- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive workers' compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three-day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes DPA to adopt rules governing IDL.
- 19877.1 Sets effective date.

**8. Non-Industrial Disability Insurance (NDI)**

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19878

Definitions.

19879

Sets the amount of benefits and duration of payment.

19880

Sets standards and procedures.

19880.1

Allows employee option to exhaust vacation prior to NDI.

19881

Bans NDI coverage if employee is receiving unemployment compensation.

19882

Bans NDI coverage if employee is receiving other case payment benefits.

19883

Provides for discretionary deductions from benefit check, including employer contributions; employees do not accrue sick leave or vacation credits or service credits for any other purpose.

19884

Filing procedures; determination and payment of benefits.

19885

Authorizes DPA to establish rules governing NDI.

## 9. Life Insurance

21600

Establishes group term life insurance benefits.

21604

Provides for Death Benefit from PERS.

21605

Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.

## 10. Health Insurance

- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
- 22870 Provides for employee and employer contribution.
- 22871 Sets employer contribution.

**11. Workweek**

- 19843 Establishes Work Week Groups.
- 19851 Sets 40-hour workweek and eight-hour day.

**12. Overtime**

- 19844 Directs DPA to establish rules regarding cash compensation time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires DPA to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19863 Allows use of accumulated compensable overtime while on temporary disability (due to work-incurred injury) to augment paycheck.

**13. Deferred Compensation**

- 19993 Allows employees to deduct a portion of their salary to participate in a deferred compensation plan.

**14. Relocation Expenses**

19841

Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

*TA'd 5:13pm June  
Debbie Ho*  
**15. Travel Expenses**

19820

Provides reimbursement of travel expenses for officers and employees of the State on State business.

19822

Provides reimbursement to State for housing, maintenance, and other services provided to employees.

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**16. Leaves of Absence**

19991

Allows release time for civil service examinations

19991.1

Allows leave without pay, not to exceed one year, assures right of return.

19991.2

Allows the appointing power to grant a two-year leave for service in a technical cooperation program.

19991.4

Provides that absence of an employee for work-incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation, or seniority.

19991.6

Provides one year of pregnancy leave or less as required by a permanent female employee.

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**17. Performance Reports**



- 19992 Allows the establishment of performance standards.
- 19992.1 Requires performance reports to be accurate.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals, and promotional examinations as prescribed by DPA rule.

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9/19/08  
Dubuque  
5:13pm  
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### 18. Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.
- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

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### 19. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to DPA approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee

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efficiency is combined with seniority to determine order of layoff.

19997.8

Allows demotion in lieu of layoff.

19997.9

Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.

19997.10

An employee displaced by an employee with return rights may demote in lieu of layoff.

19997.11

Establishes reemployment lists for laid-off or demoted employees.

19997.12

Guarantees same step of salary range upon recertification after layoff or demotion.

19997.13

Requires 30-day written notice prior to layoff and not more than 60 days after seniority computed.

19998

Employees affected by layoff due to management-initiated changes should receive assistance in finding other placement in State service.

19998.1

State restriction on appointments.

## 20. Incompatible Activities

19990

Requires each appointing power to determine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

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## 21. Training

19995.2

Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological, or management-initiated changes.

19995.3

Provides for the Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

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5:23 pm  
9/19/08  
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TA  
SEIU Local 1000

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Maria Harder

Brent J. M. J.

Helen O'Neil

Quenneville

Marlene Curley

Margaret H. Isen

Jacqueline McCall

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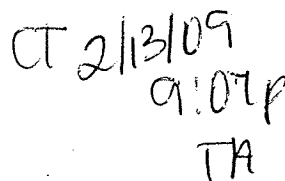
Cindy Hoffman

Janet San Medema

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## Packaged Proposal

## 5.7 Non-Discrimination

A. No State employee shall be discriminated against in State employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, sexual orientation, gender expression, gender identity, political affiliation, or physical or mental disability consistent with applicable State and Federal law.

B: At the employee's discretion, allegations of discrimination or failure to provide reasonable accommodation for physical or mental disability may be subject to the grievance procedure up to the third level, or may be appealed to the SPB through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing (DFEH), and/or the Federal Equal Employment Opportunity Commission (EEOC). The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.

C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure

~~in article 6~~

in article 6.

3:31 PM  
09/23/08

## MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 5, Section 5.8

The State proposes no changes to the language below apply to all SEIU, Local 1000 bargaining units.

### ARTICLE 5 – NON-DISCRIMINATION

#### 5.8 Sexual Harassment

- A. No State employee shall be subject to sexual harassment. The State agrees to take such actions as necessary to ensure that this purpose is achieved, and shall post a statement of its commitment to this principle at all work sites.
- B. At the employee's discretion, allegations of sexual harassment may be subject to the grievance procedure up to the third level, or may be appealed to the State Personnel Board through the existing State Equal Employment Opportunity (EEO) complaint process, and/or the Department of Fair Employment and Housing, and/or the Federal Equal Employment Opportunity Commission. The filing of a grievance is not mandatory and neither the filing nor non-filing of a grievance shall be construed as a waiver of an employee's right to maintain a separate, private cause of action.
- C. No employee shall be subject to retaliation or threats of retaliation, nor shall any employee be restrained, coerced or otherwise interfered with in the exercise of his/her rights under this section. Alleged retaliation may be subject to the grievance and arbitration procedure in Article 6.

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Sanders  
11/18/08  
2:15 PM

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Brook Willis BU 11  
Alleged BU 14  
Ruthless BU 12  
Margaret Melles BU  
J. Howard BU 1

MANAGEMENT PROPOSAL

CT 2/13/04 9:07p  
11/1/01  
8/29/04

Bargaining Unit:

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 5, Section 9

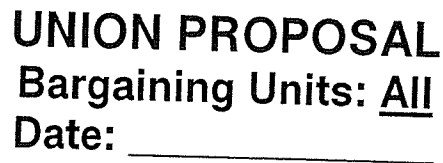
The State proposes the following language changes for all Bargaining Units:

5.9 Joint Labor Management Committee on Discrimination (JLMCD)

- A. Upon the request of the State Personnel Board (SPB), the JLMCD will meet to discuss the committee recommendations from the December 2000 and November 2003 JLMCD Reports, submitted to the SPB, relating to maintaining a discrimination-free State workplace.
- B. The committee will consist of five (5) Union representatives who will represent SEIU Local 1000 and five (5) State representatives. Selected members shall be representative of groups protected by the Federal and State civil rights legislation.
- C. ~~Following~~ If a meeting is convened by the SPB, the JLMCD shall meet to discuss requests made of the JLMCD by SPB. The State agrees that the Union representatives will be permitted eighty (80) hours of release time during the ~~twelve (12) months following ratification term~~ of this Contract to serve and participate on the committee without a loss of compensation. The committee will be co-chaired by one of the Union's representatives, along with a co-chair representing the State.

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CT 2/13/09  
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***The Union proposes the following changes be made to the following section:***

~~Upon mutual agreement of the department head or designee and the Union, a labor/management committee may be established to address specific or ongoing issues.~~

1. Workload
2. Productivity
3. Making the worksite more efficient and effective
4. Improving the quality of service

1. The committees JLMC will consist of equal reasonable numbers of management representatives selected by the department head or designee and Union representatives selected by the Union.

2. Committee JLMC recommendations, if any, will be advisory in nature.

2. Committee JLMC recommendations, if any, will be advisory in nature.

3. Labor/management committee JLMC meetings shall not be considered Contract negotiations and shall not be considered a substitute for the grievance procedure or professional practice groups.
4. Employees who participate on such a committee will suffer no loss in compensation for attending meetings of the committee.
5. Dates and times of meetings and agendas of the JLMC's shall be mutually determined by the members of the JLMC.

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8/24/08

**Exclusive Representative: SEIU**

The State is committed to providing a workplace where all employees, regardless of their classification or pay status, are treated by supervisors and managers in a manner that maintains generally accepted standards of human dignity and courtesy. Employees alleging they have not been treated accordingly may process a complaint up to the department head or designee.

Tad  
8/29/08  
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Paul W.

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TA'ed 08/29/08 3<sup>46</sup>/<sub>7</sub>  
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~~K. Dewart~~ GPCadg  
~~Karen~~  
b. Sordland Bu 17  
~~Q~~ Bu 17

Danseca  
 Danell J. Cima  
 Brad Willis  
 Jay Parkie  
 Rocky Sparks  
 Marsh Melb  
 Jerry Lauchhead  
 Luma Ave 1500

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TA

**Article and Section No: 5.12**

*The Union proposes the following changes be made to the following section:*

**5.12 Upward Mobility Program Joint Labor/Management Committee**

- ~~A. The State and the Union agree to continue the Joint Labor/Management Committee on Upward Mobility to assist departments in complying with their upward mobility requirements.~~
- ~~B. The Joint Labor/Management Committee on Upward Mobility will consist of at least eight (8) members, four (4) management members selected by DPA and four (4) Union members selected by the Union who will represent all SEIU Local 1000 bargaining units. The committee shall be co-chaired by one of the Union's representatives, along with a co-chair representing the State.~~
- ~~C. At the request of the Union, the committee will meet quarterly. Members of the committee will be granted state release time for all committee meetings.~~
- ~~D. The committee will develop a handbook identifying outside funding sources for educational opportunities, apprenticeship programs, internships, career counseling and other assistance for upward mobility. The committee may also include internal state sources for career training opportunities.~~

*Jalen Chapman*

*Rodriguez*  
*W20*  
*Brooklyn*  
*W1111*  
*Nigeria BU 17*  
*Janet*  
*Margaret*  
*Medina*  
*Lawhead BU 21*  
*Demarcus 43*

E. Each department shall establish and maintain an upward mobility program consistent with SPB Regulations. At the request of the Union, the department shall meet to discuss their upward mobility program. Recommendations for adding to or deleting from the upward mobility program shall be considered by the department. Any change shall be consistent with the SPB regulations.

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**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date \_\_\_\_\_**

**Article and Section No: 5.13.1**

**Proposal No.: 2**

*The Union proposes the following changes be made to the following section:*

**5.13.1 Correctional Case Records Analyst Workload Committee**

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The State and the Union agree to ~~convene~~ continue the Joint Labor/Management Committee to review the Correctional Case Records Analyst workload, mandatory overtime and training data results from the 2001 survey (California State University Sacramento 2006 report) and other relevant workload data, and discuss the proposed workload formula/standards. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Committee members and employee subject matter experts shall serve without loss of compensation.

3 SEIU 9/25/08 2:52pm  
KAL  
The Committee shall meet at a minimum of at least once per quarter. The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a minimum of fourteen (14) days in advance of the meeting. The State shall respond to the information requested before each scheduled meeting date.

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The Committee members will shall discuss and make recommendations on the following:

1. Workload Development of workload formulas/standards;
2. Alternatives to mandatory overtime;
3. Training.

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

~~The Committee recommendations on the workload standards will be considered by management as a management tool for arriving at a suggested level and for helping in arranging and organizing work assignments.~~

9/25/08  
8:00 T/A  
1:00 2:00 pm

Todd Bull

Margaret McCallum  
Karen DeWolfe

Brandt Mott  
Lorel  
Diane  
Maine  
Jacqueline  
Margaret McCallum  
Patricia Spawmer

Colleen

TA  
9/25/08  
2:50 pm

Abraham June  
1st Floor

Agnes  
Guernsey  
Janet A. McCallum

Patricia Spawmer  
Margaret Wilson

Cindy Kausner  
Marlene Curley



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

2/13/09 CT  
9:07p  
TA

Article and Section No: 5.X

*The Union proposes the following new section:*

**5. X Joint Labor/Management Committee – Model Policy**

- A. It is in the best interest of the State and the Union to jointly develop a consistent alternate work schedule policy for 4/10/40 work schedules. Therefore, the Union and the Department of Personnel Administration (DPA) agree to establish a joint Labor/ Management Committee (Committee) to develop a 4/10/40 work week policy.
- B. The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the DPA. The Co-Chairs of the Committee shall be one individual selected by the Union and one individual selected by the DPA. The Committee shall meet monthly after the ratification of this contract. The Co-Chairs shall agree on an agenda prior to the date of the meeting.
- C. The model policy recommendation shall be completed and in writing before the expiration of the contract. DPA shall encourage departments to use the mutually agreed upon policy and make it available to all departments.

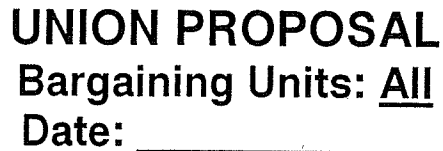
*John Chagnon*

*Rob White*  
*John*  
*WVW*  
*Brad Wilbur*  
*BU 11*  
*Lyndia BU 17*  
*James*  
*BU 15*  
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- D. The State agrees that the Union representatives shall participate on the Committee without loss of compensation.  
The State shall not incur any additional costs, including but not limited to, travel expenses as a result of attending the meeting.

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 Brody ...  
 Jay ... #4  
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 J. ... BU 21  
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 John ...



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***The Union proposes the following new section:***

The Union and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations to the Union and the State concerning the Human Resources Modernization Project (Project) and its potential impact on employees.

Topics of discussion may include:

- Workforce Planning
- Classification
- Compensation
- Recruitment/Selection
- Performance Management

The Committee shall consist of ten (10) members, five (5) selected by the Union and five (5) selected by the State. Each party shall select an individual to serve as co-chair. The Committee by mutual agreement shall determine its meeting schedule, ground rules and

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agenda and shall commence meeting as soon as possible after  
ratification of this Contract, and shall meet at least monthly thereafter.

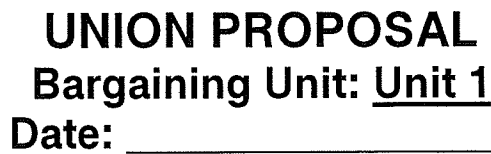
Employees shall suffer no loss in compensation for serving on the  
Committee.

It is not the intent of this section to limit the ability of the State and the  
Union to otherwise address particular issues concerning areas  
generally falling within this section.

This Section is subject to and does not supersede the provisions of  
Articles 14.1 Classification Changes and 24.1 Entire Agreement.

Margaret BUD  
Rafael BUD  
Brodwin UNIT 11  
N. Lyerla BU 17  
J. [unclear] UNIT 15  
L. [unclear] #4  
T. [unclear] UNIT 7 14  
J. Lawhead BU 21  
D. [unclear] BU 3

John Chapman



## Proposal No. 4

## **5.XXX.1 Disability Evaluation Analyst Workload Committee - Pilot**

The State and the Union agree to establish a Pilot joint labor/management committee (JLMC) to review the workload Disability Evaluation Analysts (DEA's) who work in the Disability Determination Services Division (DDSD) of the California Department of Social Services (CDSS).

The State and the Union shall each be entitled to select a maximum of four (4) representatives. The Co-chairs of the JLMC shall be one (1) committee member selected by the Union and one (1) committee member selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. JLMC members and employee subject matter experts shall serve without loss of compensation.

SEVEN / A

March  
Meadel  
Markus Cur  
Jodie H. Hall  
Laird  
Makers of  
Gaiter  
Lovers of  
Road  
Brenda  
Karen

The JLMC shall meet at least once per quarter. The JLMC, by mutual agreement, shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting.

The JLMC shall discuss and may make recommendations on the following:

1. Retention of employees in the DDSD
2. Workload
3. Overtime
4. Training, career advancement and upward mobility
5. Reduction of Case Backlog

The committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

This pilot committee shall sunset June 30, 2010.

THA  
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Dabbie  
June  
5:50pm

SEN THA  
Margaret Malabon  
Marlene Curley  
Mavis Spence  
Cory Tucker  
Doranne Lusk  
Jacqueline McCallum  
Margaret Wilson  
Brenda McCallum

Todd Sall  
Brenda McCallum  
Karen DeWalt  
Gen Aguirre  
Brenda McCallum  
Heather McCallum  
Brenda McCallum



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

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**Article and Section No: 6.1**

**Packaged Proposal #5**

*The Union proposes that no changes be made to the following section:*

**6.1 Purpose**

A. This grievance procedure shall be used to process and resolve grievances arising under this Contract and employment-related complaints.

B. The purposes of this procedure are:

1. To resolve grievances informally at the lowest possible level.
2. To provide an orderly procedure for reviewing and resolving grievances promptly.

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A/ [Signature] unit 14  
Brid with unit 11  
Les [Signature] #4  
Nyerla BU 17  
J [Signature] 475  
Margat Muland BU 1  
J Lowhead BU 2  
D [Signature] BU 3

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**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

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**Article and Section No: 6.2**

**Packaged Proposal #4**

*The Union proposes the following changes be made to the following section:*

**6.2 Definitions**

- A. A grievance is a dispute of one or more employees, or a dispute between the State and the Union, involving the interpretation, application, or enforcement of the express terms of this Contract.
- B. A complaint is a dispute of one or more employees involving the application or interpretation of a written rule or policy not covered by this Contract and not under the jurisdiction of the SPB. Complaints shall only be processed as far as the department head or designee.
- C. As used in this procedure, the term "immediate supervisor" means the individual identified by the department head.
- D. As used in this procedure, the term "party" means the Union, an employee, or the State.
- E. A "Union representative" refers to a Union steward or staff representative or a bargaining unit council representative.
- F. A grievance conference is a meeting that can be held at any step of the grievance process in attempt to settle the grievance.

*Julie Chyn*

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- *Handwritten notes:* "N Lynda BH 17", "Jant", "Margaret", "J Lawhead", "Bu 21", "Bu 21", "43", "D. Deane", "14", "15", "16", "17", "18", "19", "20", "21", "22", "23", "24", "25", "26", "27", "28", "29", "30", "31", "32", "33", "34", "35", "36", "37", "38", "39", "40", "41", "42", "43", "44", "45", "46", "47", "48", "49", "50", "51", "52", "53", "54", "55", "56", "57", "58", "59", "60", "61", "62", "63", "64", "65", "66", "67", "68", "69", "70", "71", "72", "73", "74", "75", "76", "77", "78", "79", "80", "81", "82", "83", "84", "85", "86", "87", "88", "89", "90", "91", "92", "93", "94", "95", "96", "97", "98", "99", "100", "101", "102", "103", "104", "105", "106", "107", "108", "109", "110", "111", "112", "113", "114", "115", "116", "117", "118", "119", "120", "121", "122", "123", "124", "125", "126", "127", "128", "129", "130", "131", "132", "133", "134", "135", "136", "137", "138", "139", "140", "141", "142", "143", "144", "145", "146", "147", "148", "149", "150", "151", "152", "153", "154", "155", "156", "157", "158", "159", "160", "161", "162", "163", "164", "165", "166", "167", 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**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

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**Article and Section No: 6.3**

**Packaged Proposal #5**

*The Union proposes that no changes be made to the following section:*

**6.3 Time Limits**

Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.

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- [Signature]  
- [Signature] unit 14  
- [Signature] unit 11  
- [Signature] #4  
- [Signature] BU 17  
- [Signature] 2-15  
- [Signature] BU 21  
- [Signature] BU 3  
- [Signature] BU 1  
- [Signature] BU 3

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## Packaged Proposal #5

## 6.4 Waiver of Steps

The parties may mutually agree to waive any step of the grievance procedure.

~~P~~  
Wanda  
Karo  
Jenny 14  
wrt  
Bnd wlls wrt 11  
Jay Park #4  
Nlyerla BU 17  
Sub B u-15  
Manga Medal BU 21  
Laughhead BU 21  
Danna U3  
John Chapman

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**Article and Section No: 6.5**

*The Union proposes the following changes to the following section:*

**6.5 Presentation**

At any step of the grievance procedure, the State representative, grievant(s), Union Representative or the Union Steward may request a grievance conference. The grievant(s) and steward(s) shall attend without loss of compensation. ~~may determine it desirable to hold a grievance conference. If a grievance conference is scheduled, the grievant or a Union steward, or both, may attend without loss of compensation. A Union representative or job steward may request a meeting at the first or second step.~~

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R. J. [unclear]  
A. [unclear]  
Brend [unclear] BU 20  
[unclear] 14  
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[unclear] Malden BU 21  
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**UNION PROPOSAL**  
**Bargaining Units: All**  
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**Article and Section No: 6.6**

**Packaged Proposal #5**

*The Union proposes no changes to the following section:*

**6.6 Informal Discussion**

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days the immediate supervisor shall give his/her decision or response.

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Rafaela  
Bros  
unit 14  
unit 11  
Bridgette  
N Lyela BU 17  
J. L. 15  
Margaret Maldonado BU 21  
J. Rawhead BU 21  
Duran U3

*John Chopin*

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**Article and Section No: 6.7**

*The Union proposes the following changes be made to the following section:*

**6.7 Formal Grievance – Step 1**

A. If an informal grievance is not resolved to the satisfaction of the grievant, a A formal grievance may be filed no later than thirty (30) ~~twenty-one (21)~~ calendar days after the employee can reasonably be expected to have known of the event occasioning the grievance.

B. A formal grievance shall be initiated in writing on a form provided by the State and shall be filed with the person designated by the department head as the first formal level of appeal. Said grievance shall include a statement as to the alleged violation, the specific act(s) causing the alleged violation and the specific remedy or remedies being sought and may request a grievance conference. Upon request, the parties shall meet within ten (10) days of receiving such a request to discuss settlement of the grievance. Unless otherwise agreed, the timelines set forth in Article 6 shall not be changed as a result of the scheduling of such meeting. The grievant(s) and steward(s) shall attend without loss of compensation.

C. Within thirty (30) ~~twenty-one (21)~~ calendar days after receipt of the formal grievance, the person designated by the department head as the first formal level of appeal shall respond in writing to the grievant grievance. A copy of the written response shall be sent concurrently

*[Signature]*

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to SEIU Local 1000 headquarters by the department head or  
designee.

D. No contract interpretation or grievance settlement made at this stage  
of the grievance procedure shall be considered precedential. All  
interpretations and settlements shall be consistent with the provisions  
of this Contract.

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A [unclear] unit 4  
Brid [unclear] unit 14  
[unclear] unit 11  
[unclear] #4  
[unclear] BU 17  
[unclear] 15  
Margaret Maldonado BU 21  
[unclear] BU 21  
[unclear] U3

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UNION PROPOSAL  
Bargaining Units: All  
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Article and Section No: 6.8

Packaged Proposal #4

*The Union proposes the following changes to the following section:*

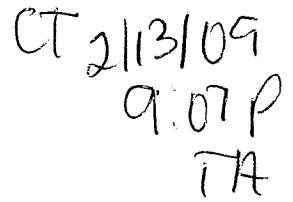
**6.8 Formal Grievance – Step 2**

A. If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within thirty (30) ~~twenty-one (21)~~ calendar days after receipt to the department head or designee.

B. Within thirty (30) ~~twenty-one (21)~~ calendar days after receipt of the appealed grievance, the department head or designee shall respond in writing to the grievance. A copy of the written response shall be sent concurrently to SEIU Local 1000 Headquarters.

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R. [Signature]  
[Signature] #22  
[Signature] #4  
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[Signature] BU 21  
[Signature] BU 23  
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[Signature] BU 21  
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[Signature] BU 21  
[Signature] BU 23

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## Packaged Proposal #5

***The Union proposes no changes be made to the following section:***

## 6.9 Formal Grievance – Step 3

- A. If the grievant is not satisfied with the decision rendered at Step 2, the grievant may appeal the decision within thirty (30) calendar days after receipt to the Director of the DPA or designee. The Union shall concurrently send a copy of the grievance appeal cover letter to the affected department(s).
- B. Within thirty (30) calendar days after receipt of the appealed grievance, the Director of the DPA or designee shall respond in writing to the grievance.

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Romanov  
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July 14  
Bred Wills with  
Leg Buck #4  
Nyerla BU17  
Jawhead BU21  
Marga Maldond BU21  
Lawhead BU21  
Dunka U3

*[Signature:]* John Chapman



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## Packaged Proposal #5

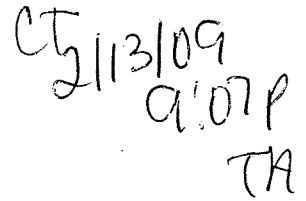
## 6.10 Response

If the State fails to respond to a grievance within the time limits specified for any step, the grievant shall have the right to appeal to the next step.

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Rama  
BWW  
Curt  
14  
WILLI  
Bird Willie  
J Parker #4  
Nyerla BU 17  
Junt B u-75  
Margaret Morda BU 01  
J Rawhead BU 21  
Yanslaa U 3





to meet and alternately strike names until only one name remains and  
this person shall be the arbitrator

C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties, unless the parties mutually agree to a different arrangement.

D. An arbitrator may, upon request of the Union and the State, issue his/her decision, opinion, or award orally upon submission of the arbitration. Either party may request that the arbitrator put his/her decision, opinion, or award in writing and that a copy be provided.

E. The arbitrator shall not have the power to add to, subtract from, or modify this Contract. Only grievances as defined in section 6.2(A) of this article shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

*[Handwritten notes:]*

- P. Wagner BU 10
- Aug 7 14
- Bird willis UNIT 11
- Jay Bird #4
- N Lyerla BU 17
- Tamint u-15
- Margate Malden BU 21
- S Lowhead BU 21
- (D) Unesa U3

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*John Chapman*





UNION PROPOSAL  
Bargaining Units: All  
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Article and Section No: 6.12

Packaged Proposal #4

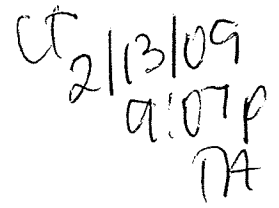
*The Union proposes the following changes be made to the following section:*

**6.12 Grievance Review**

Upon request of either party, the State and Union shall meet monthly with ~~the Union~~ in an attempt to settle and resolve grievances. The parties shall agree at least two (2) weeks prior to each meeting on the agenda and who shall attend.

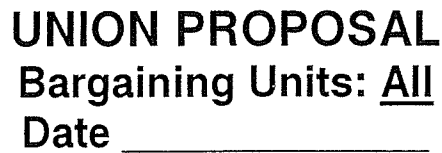
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Mugato Malden BU 21  
g Law head BU 21  
Dunne BU 23

*Handwritten signature:* John Chynoweth



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B120  
AUG 1968  
BRIDGES UNIT II  
#4  
Nigeria BU F7.  
Tahiti 2-15  
Mangaia Maldred. BUD  
Lawhead BA 21  
Donna U3  
*[Signature]*



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***The Union proposes that no changes be made to the following section:***

The parties agree to participate in a pilot program of an expedited (mini) arbitration process. The pilot program shall begin ninety (90) days after reaching a tentative agreement and continue for one year, after which it shall terminate unless extended by mutual agreement. The parties shall meet after reaching a tentative agreement to determine the procedures necessary to implement this pilot program.

A. The grievances to be referred to this process shall be determined by mutual agreement only. The parties agree that this process shall be reserved for those cases of limited scope and limited impact. The parties agree that this process shall be used at least four (4) times during the pilot period.

B. The arbitrator shall be mutually selected by the parties; if the parties cannot agree upon an arbitrator, the parties shall request the State Mediation and Conciliation Service to furnish a list of nine (9) arbitrators. The parties shall alternately strike names until one arbitrator remains.

C. The arbitration shall be conducted according to the following rules and the arbitrator shall be required to abide by them:

C. The arbitration shall be conducted according to the following rules  
and the arbitrator shall be required to abide by them:

1. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
2. Prior to the arbitration, the parties must mutually agree to the questions to be placed before the arbitrator or the case will not proceed through this section.
3. Only the grievant, his/her union representative, appropriate steward, and one witness and no more than four (4) management representatives may appear at the hearing. Each party will designate no more than two (2) spokespeople per case to make an oral presentation.
4. The arbitrator shall make his/her decision solely on the written record in the grievance, the grievance response(s), and any oral or documentary presentation made at the arbitration proceeding. The presentations shall be time limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions and each side waives the right to cross-examine the other. There shall be no stenographic record or transcripts.
5. At the conclusion of the hearing, each party shall present an oral summation of its position. Post hearing briefs shall not be submitted.
6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Contract, or any agreements supplementary thereto, but shall limit the decision to the application of the Contract to the facts and circumstances at hand.

John Chapman

*[Handwritten signatures and notes:]*

Donna Joveraro  
Wife of [unclear] Unit 14  
Bridges Weller Unit 11  
Sylvia Bult 6  
Janet 3-478  
Margaret Miller  
Johnnie Bond  
Gladys Bond  
Dorinda 3  
*(Circular stamp)* Dorinda U3

8. The parties are limited at the expedited arbitration to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process and either party may also introduce new documents or facts provided that such materials are submitted to the other party at least ten (10) days prior to the hearing.

D. The arbitrator shall be paid a flat fee for each day of the hearing, without regard to the number of cases presented during that day's hearing. Each party shall pay one-half of the arbitrator's charges.

*[Handwritten notes and signatures]*  
R. J. [Signature]  
BRO  
Unit 14  
Bro Willis Unit 11  
#4  
Nigeria BU 17  
Jan 17-15  
Margaret M. [Signature]  
Law head BU 21  
Dumca U3  
[Signature]



State

**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

TRAC  
2/13/09  
9:07p

**Article and Section No: 7.1**

*The Union proposes the following changes be made to the following section:*

*[Signature]*

**7.1 Holidays**

A. Full-time and part-time employees, except civil service exempt Unit 3 employees in the Department of Education (DOE), shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.

B. Effective March 1, 2009, ~~H~~olidays shall include January 1, the third Monday in January, ~~February 12~~, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, ~~the second Monday in October~~, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:

1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
3. If an employee's work schedule encompasses four (4) or more hours on the holiday, the employee will be compensated in accordance with this article. An employee shall receive compensation for only the observed or actual holiday, not both.

*SEIU 1000  
Mr. [Signature]  
Unit 14  
[Signature]  
[Signature]  
[Signature]  
[Signature]*

C. Upon completion of six (6) months of his/her initial probationary period in State service, a full-time or part-time employee shall be entitled to three (3) one

*[Signature] BUS 4-15*

D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion, allow the employee to either carry the personal holiday to the next fiscal year or cash out the holiday on a straight time (hour-for-hour) basis.

E. The department head or designee shall make a reasonable effort to grant an employee use of his/her personal holiday on the day of his/her desire subject to operational need.

F. When an observed holiday falls on an employee's regularly scheduled day off, employees shall accrue up to eight (8) hours of holiday credit per said holiday. If an employee is required to work on an observed holiday, the employee shall be compensated at a premium rate in accordance with paragraph G, I or J below.

6. When a full-time employee in WWG 2 is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and one and one-half (1-1/2) the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or compensatory time off (CTO). The method of compensation shall be at the State's discretion.

H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.

① On 31 Jan 3 11-10

*Jada Chazman*

J. Part-time employees in WWG 2 who are required to work on an observed holiday shall be entitled to compensation as follows: a pro-rated amount of holiday credit as specified in paragraph K below, and one and one-half the hourly rate for all hours worked on the observed holiday, compensable by holiday credit, cash or CTO. The method of compensation shall be at the State's discretion.

K. Employees in WWG 2 who are required to work overtime on a holiday shall be paid for all hours worked in excess of forty (40) hours in a regular workweek in accordance with the provisions of section 19.2, in addition to the premium rate described in paragraph G or J above.

L. Employees shall receive compensation for holidays in accordance with the following:

following:  
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 Margaret Melend  
 Lark  
 #4  
 14  
 Bu 11  
 Bu 21  
 Bu 3  
 4-15

Julia Chyn



Chart for Computing Vacation, Sick Leave and Holiday Credits for all Fractional Time Base Employees  
Supersedes Accrual Rates in Management Memorandum 84-20-1

TIME BASE	HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP										HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT	HOURS OF MONTHLY EDUCATIONAL LEAVE	Hours of Monthly Educational Leave BU 21 Only
	7	10	11	12	13	14	16	17	18	SL/HOL 8			
9/10	6.3	9	9.9	10.8	11.7	12.6	14.4	15.3	16.2	7.2	7.2		10
7/10	4.9	7	7.7	8.4	9.1	9.8	11.2	11.9	12.6	5.6	5.6		9.0
3/10	2.1	3	3.3	3.6	3.9	4.2	4.8	5.1	5.4	2.4	2.4		7.0
1/10	0.7	1	1.1	1.2	1.3	1.4	1.6	1.7	1.8	0.8	0.8		N/A
7/8	6.13	8.75	9.63	10.5	11.38	12.25	14	14.88	15.75	7	7		N/A
3/4	5.25	7.5	8.25	9	9.75	10.5	12	12.75	13.5	6	6		8.75
5/8	4.38	6.25	6.88	7.35	8.13	8.75	10	10.63	11.25	5	5		7.50
1/2	3.5	5	5.5	6	6.5	7	8	8.5	9	4	4		6.25
3/8	2.63	3.75	4.13	4.5	4.88	5.25	6	6.38	6.75	3	3		5.0
1/4	1.75	2.5	2.75	3	3.25	3.5	4	4.25	4.5	2	2		N/A
1/8	0.88	1.25	1.38	1.5	1.63	1.75	2	2.13	2.25	1	1		N/A
4/5	5.6	8	8.8	9.6	10.4	11.2	12.8	13.6	14.4	6.4	6.4		8.0
3/5	4.2	6	6.6	7.2	7.8	8.4	9.6	10.2	10.8	4.8	4.8		6.0
2/5	2.8	4	4.4	4.8	5.2	5.6	6.4	6.8	7.2	3.2	3.2		N/A
1/5	1.4	2	2.2	2.4	2.6	2.8	3.2	3.4	3.6	1.6	1.6		N/A

An employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

Holiday Credit may be requested and taken in fifteen (15) minute increments.

An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.

Upon termination from State employment, an employee shall be paid for unused holiday credit.

In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's

*BEU T/A*  
*[Handwritten signatures and initials]*

*[Handwritten initials]*

*[Handwritten signature: Denisea Bu3]*

*[Handwritten signature: J. Choy]*

~~Q. The parties will jointly develop a holiday compensation training program for departments.~~

Julia Chagnon

ΣΕΙΤΑ Τ/Α

SETU  
Margaret  
#4

AT 171

*[Handwritten signature]*

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Sear  
August 11/7  
Mansel

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 Current Unit  
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 5-1-7

*Rollover*  
*Per 2/13/19 State Package*

## ARTICLE 8 – LEAVES

### 8.1 Vacation/Annual Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following month as follows:

7 months to 3 years	7 hours per month
37 months to 10 years	10 hours per month
121 months to 15 years	12 hours per month
181 months to 20 years	13 hours per month
241 months and over	14 hours per month

- B. Employees may elect to enroll in the Annual Leave program to receive annual leave credit in lieu of vacation and sick leave credits. Enrollment into and out of the Annual Leave Program will occur annually during an open enrollment period during the month of April. All enrollments must be received by the employee's personnel office from April 1 to April 30. The effective date of the election shall be the first day of the June pay period.

- C. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years	11 hours per month
37 months to 10 years	14 hours per month
121 months to 15 years	16 hours per month
181 months to 20 years	17 hours per month
241 months and over	18 hours per month

- D. Employees who elect to move to the vacation and sick leave programs will have their accrued annual leave balances converted to vacation. Employees shall have the continued use of any sick leave accrued as of the effective date of this agreement.
- E. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn Vacation/Annual Leave credits as set forth above under subsection A above or C respectively. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- F. Part-time and hourly employees shall accrue proportional Vacation/Annual Leave credits, in accordance with the chart shown in section 7 L of this Contract.

- G. Vacation/Annual Leave accrual for employees in multiple positions will be computed by combining all positions, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- H. Annual Leave that is used for purposes of sick leave is subject to the requirements set forth in section 8.2, Sick Leave, of this Contract.
- I. Workweek Group 2 employees may take Vacation/Annual Leave credits in fifteen (15) minute increments.
- J. Work Week Group 2 employees are authorized to use existing fractional Vacation/Annual Leave hours that may have been accumulated.
- K. Subject to operational needs, the time when Vacation/Annual Leave shall be taken by the employee shall not be unreasonably denied. Employee Vacation/Annual Leave requests shall be submitted and granted or denied in writing in a timely manner. Vacation/Annual Leave can only be cancelled when unanticipated operational needs require it.
- L. Vacation/Annual Leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same Vacation/Annual Leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred Vacation/Annual Leave period in order of seniority (defined as total months of State service in the same manner as Vacation/Annual Leave is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation/Annual Leave schedules, which have been established in a work unit, pursuant to the seniority provisions in this Article, shall not be affected by employee(s) entering the unit after the schedule has been established.
- M. If an employee does not use all of the Vacation/Annual Leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued Vacation/Annual Leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued Vacation/Annual Leave hours if an employee was unable to reduce his/her accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking Vacation/Annual Leave until December 31 because of sick leave; or (5) was on jury duty.
- N. By June 1 of each calendar year those employees whose Vacation/Annual Leave balance exceeds, or could exceed by December 31, the Vacation/Annual Leave cap of subsection M must submit to their supervisor for approval a plan to use Vacation/Annual Leave to bring their balance below the cap. If the employee fails to submit a plan, or adhere to an approved plan, the department head or designee has the right to order an employee to take sufficient Vacation/Annual Leave to reduce the employee's Vacation/Annual Leave balance or potential balance on December 31 below the cap specified in subsection M.

- O. Upon termination from State employment, the employee shall be paid for accrued Vacation/Annual Leave credits for all accrued Vacation/Annual Leave time.
- P. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation credit on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.



*State*  
~~UNION~~ PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

Article and Section No: 8.2

TA  
2/13/19  
9:07 PM

*The Union proposes the following changes be made to the following section:*

8.2 Sick Leave

A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:

1. Illness or injury, including illness or injury relating to pregnancy;
2. Exposure to a contagious disease which is determined by a physician to require absence from work;
3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner;
4. Absence from duty for attendance upon the employee's ill or injured mother, father, husband, wife, domestic partner (as defined in accordance with Family Code section 297), son, daughter, brother, sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.

B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

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*Andrew Chyn*

C. Credit for less than full-time employees shall be computed as follows:

1. Part-time employees: On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of his/her appropriate accrual rate of credit for sick leave with pay in accordance with the schedule in article 7.1(L).
2. Multiple positions under this rule:

2. Multiple positions under this rule:

- a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
- b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for [eight (8) hours per pay period] full-time employment credit.

- b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for [eight (8) hours per pay period] full-time employment credit.

D. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:

1. The employee has a demonstrable pattern of sick leave abuse;  
or
2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

- 
2. The supervisor has good reason to believe the absence was for an unauthorized reason. A supervisor has good reason if a prudent person would also believe the absence was for an unauthorized reason.

TA  
2/13/9  
9:07pm

F. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner's verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.

G. Sick leave may be accumulated without limit.

H. Sick leave may be requested and taken in fifteen (15) minute increments.


I. A full-time employee whose continuity of employment is broken by a permanent separation of six (6) months or longer and is subsequently

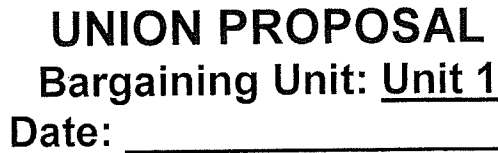


J. When an employee's sick leave balance is zero, other leave credits such as vacation, CTO, PLP, personal holiday, or holiday leave may be substituted with the supervisor's approval, and shall not be unreasonably denied.

K. Time during which an employee is excused from work because of Sick Leave shall not be considered as time worked for purposes of calculating overtime. ~~This provision ends June 30, 2010.~~

~~Santa~~  
Mangrove  
Lactuca #4  
All of fruit 14  
Pomelo Buz  
Budding Bu 11  
Buz  
Honey UR  
Donkey BUZ  
Jan 2 475





**Article and Section No: 8.3**

**Proposal No.: 2**

*No TR 442 PM*  
The Union proposes the following changes be made to the following section:

### 8.3 Bereavement Leave

A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of his/her parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to his/her immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of his/her aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, or immediate family members of domestic partners as defined in paragraph A above. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The

C. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from his/her home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of other existing leave credits or authorized leave without pay. Any such request shall not be arbitrarily or unreasonably denied.

1/9/09

E. Fractional time base (part-time) employees will be eligible for bereavement leave on a pro rata basis, based on the employees' fractional time base (See schedule in article 7.).



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 10, 2008**

10 Jun 08  
1056

**Article and Section No: 8.4**

**Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**8.4 Parental Leave**

A. A female permanent employee shall be entitled, upon request, to an unpaid leave of absence for purposes of pregnancy, childbirth, recovery there from or care for the newborn child for a period not to exceed one year. The employee shall provide medical substantiation to support her request for pregnancy leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

B. A male spouse or male parent or domestic partner (as defined in accordance with Family Code section 297), who is a permanent employee, shall be entitled, upon request, to an unpaid leave of absence for a period not to exceed one year to care for his/her newborn child. The employee shall provide medical substantiation to support his/her request for parental leave. The request must include the beginning and ending dates of the leave and must be requested no later than thirty (30) calendar days after the birth of the child. Any changes to the leave, once approved, are permissive and subject to the approval of the department head or designee.

let 10/08  
10:56  
J. Sanders

Amber 4  
Carmel Kaleray BU 11  
N. L. L. BU 17

TA'd 10:56  
Gordon BU 3  
M. W. BU 14  
M. B. BU 17  
J. Lawhead BU 21  
R. J. BU 22

C. If the request for parental leave is made more than thirty (30) calendar days after the birth of the child, a permissive unpaid leave of absence may be considered by the department head or designee.

D. During the period of time an employee is on parental leave, he/she shall be allowed to continue their health dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

Long Order # 4

JS. 6/10/08

TAID 12:56  
Doreen BU3  
Jenny Lawhead BU21  
Rita BU20  
Sally Shutes BU15  
M. W. BU14  
Connie H. BU11  
Lynelle BU17  
Margaret Madala U1



UNION PROPOSAL  
Bargaining Units: All  
June 10, 2008

1056  
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Article and Section No: 8.5

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**8.5 Adoption Leave**

A department head or designee shall grant a permanent employee's request for an unpaid leave of absence for the adoption of a child for a period not to exceed one year. The employee may be required to provide substantiation to support the employee's request for adoption leave.

A. During the period of time an employee is on adoption leave, he/she shall be allowed to continue their health, dental, and vision benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

B. Existing leave credits may be used for the purpose of assuming custody of the adopted child.

Handwritten: *Kendall*  
*6/10/08*

Handwritten: *10:57 a.m.*

Handwritten signatures and names:  
*Larry Perkins #4*  
*Connie Kabeary BU 11*  
*Nancy & Zeyla BU 17*  
*Margaret Nelson BU 14*  
*M. J. BU 14*  
*Ronnie BU 20*  
*Jerry Lawhead BU 21*  
*Donna BU 3*  
*Debra Shultz BU 15*



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.6**

TA  
2/13/9  
9:07 PM

*The Union proposes the following changes be made to the following section:*

**8.6 Union Leave**

A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for a Union bargaining council representative, steward, or chief job steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this Contract. Union leave may also be granted during the term of this Contract at the discretion of the affected department head or designee in accordance with the following:

1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave.

2. Any denial of union leave must be made in writing to the Union, with an explanation for the denial.

3. The Union leave request form shall be signed by either the SEIU Local 1000 President or designee and no other signature will be honored by the State. A written list of designee(s) shall be furnished to the DPA.

A Union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.

*Julie Chopra*

*Handwritten notes and signatures on the left margin:*  
- *For [unclear] [unclear]*  
- *Brooklyn*  
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- *Unit 3*  
- *Unit 4*  
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- *and [unclear]*  
- *Unit 7*  
- *Laushead Bu 21*  
- *Mary Med Bu 1*  
- *Quincea Bu 3*

5. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-five percent (35%) of the affected employee's salary, for all the time the employee is off on a Union leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process.
6. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power.
7. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date.
8. Employees on a Union leave shall suffer no loss of compensation or benefits.
9. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and IDL.
10. In the event an employee on a Union leave, as discussed above, files a Workers' Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

Special Union Business Events

The State agrees to release employees on union paid leave for elected representatives (or alternates when applicable) in

*Handwritten notes and signatures on the left margin:*  
J. Lawhead BU 21  
M. M... BU 21  
D. L... BU 17  
J. ... BU 14  
J. ... BU 11  
J. ... BU 10  
J. ... BU 9  
J. ... BU 8  
J. ... BU 7  
J. ... BU 6  
J. ... BU 5  
J. ... BU 4  
J. ... BU 3  
J. ... BU 2  
J. ... BU 1

*Handwritten signature on the right margin:*  
John ...

*Handwritten signature and initials at the bottom:*  
Duke BU 3



accordance with A2 through A10 above to attend the following governance meetings:

1. SEIU Local 1000 Council (Quarterly)
2. Statewide Bargaining Advisory Committee (Quarterly)
3. General Council Meeting (once every three years)

The Union shall provide a calendar of the above events to the State each year by January 15 to facilitate the ability of the State to release these representatives on the scheduled dates. Requests by the Union for representatives to attend these events may not be unreasonably denied.

*Handwritten notes:*  
Kuma  
Brod Willis UNIT 11  
J. Lyela BU 17  
A. Smith  
J. Lawhead BU 21  
Margaret M. BU 21  
A. Dennis BU 3

*Signature:* John Chapman

MANAGEMENT PROPOSAL

0.000  
06/09/08

Bargaining Unit:

Date: \_\_\_\_\_

Exclusive Representative:

Subject: Article 8

The State proposes to roll over the following Section:

8.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
1. Union activity;
  2. For temporary incapacity due to illness or injury;
  3. To be loaned to another governmental agency for performance of a specific assignment;
  4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  5. Education;
  6. Research project
  7. Personal or family matters; or
  8. Run for public office.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee:
1. At the expiration of the leave; or
  2. Prior to the expiration date with written notice at least thirty (30) workdays prior to the effective date of the revocation.

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6/10/08

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Kobayashi  
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BU 14  
Medina  
BU 17  
Dunne  
BU 3  
#4  
Lynch  
BU 17



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 10, 2008**

June 10, 2008  
12:36pm

**Article and Section No: 8.8**

**Proposal No.: 1** *Union*

*CDM*  
*BUI3*  
*MWilson*  
*BUI*  
*Nlyela*  
*BUI*  
**The Union proposes the following changes be made to the following section:**

**8.8 Transfer of Leave Credits, Work and Family Program (Catastrophic Leave)**

The parties agree with the importance of family members in the lives of State employees, as recognized by the Joint Labor/Management Work and Family Advisory Committee.

A. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred between family members, in accordance with departmental procedures, for issues relating to Family Medical Leave, parental leave or adoption leave as indicated in the relevant articles of this Contract. Donations may be made by a child, parent, spouse, domestic partner (as defined in accordance with Family Code section 297), brother, sister, or other person residing in the immediate household.

B. Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, personal leave, annual leave, vacation, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with the departmental policies, when the receiving employee faces financial hardship due to injury or the prolonged illness of the employee, employee's child, parent, spouse, domestic

*12/10/08*  
*4:50pm*  
*J. Sanders*

*Carolee*  
*Dan*  
*6/21*  
*Courtney*  
*Kathleen*  
*BUI*  
*Rachel*  
*Shirley*  
*BUI*  
*W. M.*  
*R. M.*  
*BUI*  
*John*  
*BUI*

C. For the purposes of transferring leave credits the following definitions shall apply:

- Handwritten: 6/20/08

based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

8. This section is not subject to the grievance, arbitration and AWOL procedures article of the Contract.

TALD 6/20/08  
4:50 pm

~~Donna~~ Bul3  
Margaret Wilson BA1

Lyerla BU17  
Carolyn Daniels BA

Conita Bailey BU11

Bobby Stokes BU15

Mr. [unclear] BU14

Ruth [unclear] BU20

De [unclear] BU21

J Sanders  
4/20/08



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.9**

**Proposal No.: 3**

*The Union proposes that no changes be made to the following section:*

**8.9 Catastrophic Leave - Natural Disaster**

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, vacation, personal leave, annual leave, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions:

- A. Sick leave credits cannot be transferred;
- B. When the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;
- C. The receiving employee has exhausted all vacation, annual leave, and CTO credits and resides in one of the counties where a State of Emergency exists as declared by the Governor;
- D. The donations must be a minimum of one hour and thereafter, in whole hour increments and credited as vacation. ~~Special School exempt employees may transfer personal days to another Special School exempt employee in accordance with section 22.4, Personal Days - Special Schools except that such transferred days shall be credited as personal days;~~

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xa  
J. Sanders  
3:23pm  
9/23/08

E. Personal holiday must be transferred in one day increments. (Personal holiday donations shall be made pursuant to the donating employee's time base);

F. Transfer of annual leave, vacation, personal leave, CTO, personal day, and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department;

G. The total leave credits received by the employee shall normally not exceed three (3) months; however, if approved by the appointing authority, the total leave credits received may be six (6) months;

H. Donations shall be made on a form to be supplied by the State, signed by the donating employee, and verified by the donating department. When donations are used, they will be processed based on date and time received (first in, first used). Unused donations shall be returned to the appropriate donor;

I. This section is not subject to the grievance, arbitration and AWOL procedures article of this Contract.

T/A 3:23  
 SEM 1000 9/23/08  
 Margaret Medmal  
 Brodwell  
 L. C. C. C.  
 Donna  
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 Donna

La  
JS  
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9/23/08

# Management Proposal

Bargaining Unit All

Date: \_\_\_\_\_

Exclusive Representative: SEIU

CT  
2/13/09  
9:07 P  
TA

The state proposes these changes the following section:

## 8.10 Release Time for State Civil Service Examinations

- A. Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her normal work hours and the employee has provided reasonable (normally two working days) notice to his/her supervisor. For the purposes of this section, hiring interviews for individuals certified from employment lists, individuals on SROA lists seeking transfers, or individuals seeking transfers in departments where the department head or designee determines the department is in a layoff mode shall be considered part of the examination process. The State shall attempt to accommodate a shift change or shift modification request from an employee when an exam is outside of the employee's normal work schedule. ~~who is scheduled to work a graveyard shift or the first watch on the day of a State Personnel Board examination.~~
- B. Authorized release time for reasonable travel time to and from the examination site may shall be granted by the department. In cases where the examination site is in another city, necessary travel time will be limited to include only that which would be necessary by the most expeditious mode of travel (e.g. airplane versus ground transportation) and that results in the least disruption to the employer.
- C. This sub-section applies to Unit 14, 15, 17 (level of care), and 20 (level of care) only. Reasonable time off shall include time to wash up or shower, and change clothes at or within close proximity of the worksite.
- D. Costs associated with travel will not be paid by the State.

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06/20/08

## MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 8, Section 8.11

### 8.11 Release Time for State Personnel Board Hearings (Excludes Unit 17)

- A. Upon two (2) working days advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either:
1. A party to the hearing proceedings, e.g., an appellant; or
  2. Is specifically affected by the results of the hearing and has been scheduled to appear or testify before the State Personnel Board.
- B. The State shall attempt to accommodate a shift change request from an employee involved in 1 or 2 above on the day of a State Personnel Board hearing.

4:37 PM  
J. Sanders  
JA  
4/20/08

TA'd  
Darius Bu3  
John Hall Bu5  
N. Lyerla Bu17  
Rennine Lick Bu1  
Cynthia Kelley Bu11  
Jerry Lawhead Bu21  
Lan [unclear] #4  
Renee [unclear] Bu20  
M. [unclear] Bu14



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.12**

**Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**8.12 Leave Credits Upon Transfer in State Service**

All employees shall, upon transfer in State service, transfer with all accumulated vacation, annual leave, personal leave, personal days, and sick leave credits.

9/15/08  
J Sanders  
10:47am

9/15/08 TA 10:47am

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*[Signature]*  
N. Laverla BU 17  
K. Jones BU 20  
Brad Williams BU 11  
Al [unclear] BU 14  
Goby [unclear] BU 15  
C. [unclear]  
D. [unclear] BU 1

1 add 5  
11/11/11  
Brandy Phyllis  
Resume Sept 11

Management Proposal

1326

Bargaining Unit: SEIU Common Table

DATE: 9/23/08

Exclusive Representative: SEIU

Subject: Article 8, Section 8.14

8.14 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. For employees with a work schedule other than a Monday through Friday, 8:00 a.m. to 5:00 p.m. work schedule, the State shall make a temporary change in the employee's work schedule to a 5/8/40 Monday through Friday work week for no less than one full week and, where necessary, additional full week increments until the employee is released from jury duty. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11.59 p.m. Saturday.
- B. Upon receiving notice or summons of jury duty, an employee shall immediately notify his/her supervisor and provide a copy of the notice or jury summons.
- C. If an employee receives jury fees, the employee is required to remit to the State jury fees unless the employee elects to use accrued vacation leave, annual leave or compensating time off on jury duty.
- D. For the purposes of the Section, "jury fees" means received for jury duty excluding payment for mileage, parking, meals or other out-of-pocket expenses.

E. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury. If approved by the department, provision B and C above apply.

F. An employee summoned to jury duty who does not service for a full day or who is placed on "on-call" status shall return to work to complete his/her scheduled workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in workday and if the employee's supervisor concurs. Concurrence will not be unreasonably withheld.

9/29/08  
1:26  
J. Sandoz  
JA

9/29/08  
1:26  
TAC

Bob Willis BU 11

AR J. Sandoz BU 14

Marie Hards BU 1

Roly Sandoz BU 15

R. Sandoz BU 20

John Rawhead BU 26

Donna BU 3

BU 17

## MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: 6-13-08

Exclusive Representative: SEIU

Subject: Article 8

The State proposes to roll over the following section:

### 8.15 Personal Leave Program - Voluntary

The State shall continue a voluntary Personal Leave Program for bargaining unit employees. Employees may voluntarily participate in the personal leave program on a continuing basis.

- A. Each full-time employee subject to paragraph B shall be credited with eight (8) hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the Voluntary Personal Leave Program.
- B. Each full-time employee participating in the Voluntary PLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to five percent (5%). In exchange, eight (8) hours of leave will be credited to the employee's Voluntary Personal Leave balance monthly.
- C. Personal leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use personal leave must be submitted in accordance with departmental policies on vacation and annual leave. Personal leave shall not be included in the calculation of Vacation/Annual Leave balances pursuant to Article 8 (Leaves).
- D. An employee may accumulate no more than two hundred forty (240) hours of Voluntary Personal Leave. When an employee reaches two hundred forty (240) hours of Personal Leave or would exceed two hundred forty (240) hours of Personal Leave with further accumulation, he/she shall be removed from the Voluntary Personal Leave Program.

When an employee is removed from the Voluntary Personal Leave Program, he/she may not participate for a minimum of twelve (12) months and he/she is not eligible to re-enroll until his/her balance is reduced to a maximum of one hundred twenty (120) hours.

- E. At the discretion of the State, all or a portion of unused personal leave credits may be cashed out at the employee's salary rate at the time the personal leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused personal leave credits in the same manner as vacation or annual leave. Cash out or lump sum payment for any personal leave credits shall not be considered as "compensation" for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued personal leave. Upon retirement/separation, the cash value of the employee's personal leave balance may be transferred into a State of California, Department of Personnel Administration Deferred Compensation Program as permitted by Federal and State law.

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06/13/08  
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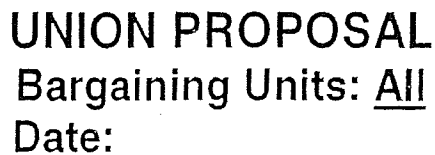
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Brandy Jones  
6-13-08  
Ralph Hawkins  
Quinn  
mu Wilson

- F. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the Personal Leave Program.
- G. A State employee in the Personal Leave Program shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits he or she would have received had the Personal Leave Program not occurred.
- H. The Personal Leave Program shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- I. The Personal Leave Program shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the employee's ability to supplement those benefits with paid leave.
- J. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- K. The Personal Leave Program for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- L. The Personal Leave Program shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- M. Employees on SDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the Personal Leave Program for that month.

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2/13/08  
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TX



CT 2/13/09  
9:07 p  
TH

## Packaged Proposal #4

*The Union proposes the following changes be made to the following section:*

## 8.16 Family Medical Leave Act (FMLA)

~~Louise~~

~~Alice~~

Belle Miller  
Unit #11

Peter #4

Nyerla  
BU-7

Tammy #3

Mary Mullen

Gladys Head  
BU-21

(C) [Signature]

B. For the purposes of providing the FMLA benefits the following definitions shall apply:

1. An eligible employee means an employee who meets the eligibility criteria set forth in the FMLA;
2. An employee's child means any child, regardless of age, who is affected by a serious health condition as defined by the FMLA and is incapable of self care. "Care" as provided in this section applies to the individual with the covered health condition;
3. An employee's parent means a parent or an individual standing in loco parentis as set forth in the FMLA;

Julia Chagnon

4. Leave may include paid sick leave, vacation, annual leave, personal leave, catastrophic leave, holiday credit, excess hours, and unpaid leave. In accordance with the FMLA, an employee shall not be required to use CTO credits, unless otherwise specified by section 8.8 of this Contract.

a. FMLA absences due to illness and/or injury of the employee or eligible family member may be covered with the employee's available sick leave credits and catastrophic leave donations. Catastrophic leave eligibility and sick leave credit usage for a FMLA leave will be administered in accordance with section 8.8 and 8.2 of this Contract.

b. Other leave may be substituted for the FMLA absence due to illness and/or injury, at the employee's discretion. An employee shall not be required to exhaust all paid leave, before choosing unpaid leave, unless otherwise required by section 8.8 of this Contract.

c. FMLA absences for reasons other than illness and/or injury (i.e., adoption or care of an eligible family member), may be covered with leave credits, other than sick leave, including unpaid leave, at the employee's discretion. Except in accordance with section 8.8 of this Contract, an employee shall not be required to exhaust all leave credits available before choosing unpaid leave to cover an FMLA absence.

C. An eligible employee shall provide certification of the need for an FMLA leave. Additional certification may be requested if the department head or designee has reasonable cause to believe the

*[Handwritten notes and signatures in left margin:]*  
 Thomas Jones  
 W. Lyons BU17  
 Margaret Malden BU1  
 Bruce W. Jones  
 Janet 3 475  
 G. H. H. H. H. BU21  
 [Signature] U3

*[Handwritten signature in right margin:]*  
 [Signature]



D. An eligible employee shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA. This entitlement shall be administered in concert with the other leave provisions in article 8 of this Contract. Nothing in this Contract should be construed to allow the State to provide less than that provided by the FMLA.

E. On January 1 of each year, FMLA leave shall be recorded in accordance with the calendar year. Each time an employee takes an FMLA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the current calendar year. Employees who have taken FMLA leave under the previous twelve (12) month rolling period, shall be entitled to additional leave up to a total of twelve (12) weeks for the current calendar year.

F. An employee on FMLA leave has a right to be restored to his/her same or "equivalent" position (FMLA) or to a "comparable" position (CFRA) with equivalent pay, benefits, and other terms and conditions of employment.

G. For the purposes of computing seniority, employees on paid FMLA leave will accrue seniority credit in accordance with the DPA rules 599.608 and 599.609.

H. Any appeals regarding an FMLA decision should be directed to the department head or designee. FMLA is a Federal law and

administered and enforced by the Department of Labor, Employment Standards Administration, Wage and Hour Division. The State's CFRA is a State law which is administered and enforced by the DFEH. FMLA/CFRA does not supersede any article of this Contract which provides greater family and medical leave rights. This section is not subject to grievance or arbitration.

- I. The Union will be noticed when a denial is issued for the lack of one thousand two hundred and fifty (1,250) hours of service. A copy of the written denial shall be sent attn: SEIU Local 1000 Headquarters within thirty (30) days. Should the request for FMLA be denied, the reason for denial will be provided in writing within thirty (30) days to the employee.

*Handwritten notes:*  
Rafael  
Unit 714  
Bridget  
Lyerla BU 17  
Jorge 3 475  
Margaret Maldonado BU 21  
Law head BU 21  
Dumela 43

*Handwritten signature:*  
John Chyn



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

E1-b  
2:02pm  
Bu-1  
1/25/09  
Union

**Article and Section No: 8.17**

**Packaged Proposal**

*The Union proposes the following changes be made to the following section:*

**8.17 Mentoring Leave**

A. Eligible employees may receive up to forty (40) hours of "mentoring leave" per calendar year to participate in mentoring activities once they have used an equal amount of their personal time for these activities. "Mentoring leave" is paid leave time which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. "Mentoring leave" may not be used for travel to and from the mentoring location.

B. An employee must use an equal number of hours of his or her personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting "mentoring leave." For example, if an employee requests two (2) hours of "mentoring leave," he or she must have used two (2) verified hours of his or her personal time prior to receiving approval for the "mentoring leave." "Mentoring leave" does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

C. Prior to requesting mentoring leave and in accordance with departmental policy, an employee shall provide his or her supervisor

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25-09 238  
Siu T/A  
Margarit Wilson  
Bandy  
Laurie  
Bandy

*[Signature]*

with verification of personal time spent mentoring from the mentoring organization.

D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.

E. In order to be eligible for "mentoring leave," an employee must:

1. Have a permanent appointment;
2. Have successfully completed their initial probationary period; and
3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership California Mentor Program Directory, under the guidance of the ~~Governor's Office~~, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more. Department management may make exceptions to the one school year commitment based on the mentor program that is selected.)

F. An employee is not eligible to receive "mentoring leave" if:

1. He or she is assigned to a "post" position in the CDCR; or
2. He or she works in a level of care position in the DDS, DMH, DOE or Veterans' Affairs (CDVA).

TA  
2:38 AM  
1/25/09  
Webb June

G. Permanent part-time and Permanent Intermittent (PI) employees may receive a pro-rated amount of mentoring leave based upon their time base. For example, a half time employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a qualifying monthly pay period (equivalent to one hundred sixty [160] hours) to earn 3.3 hours of mentoring leave.

H. Any appeals and/or disputes regarding this section shall be handled in accordance with the complaint procedure specified in article 6 of this Contract.

1/25/09 2:38 PM  
SEM T/A  
Margaret Wilson  
Hagen  
Todd Sullivan  
Brendy Johnson  
Margaret Wilson  
Brendy Johnson  
Todd Sullivan  
Carmen Lippert  
Ben  
T/A 2:38 AM  
1/25/09  
Dubbio June

Bu1  
8.17pg3



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 10, 2008**

HOLIDAY INN  
10 Jun 08  
1056

**Article and Section No: 8.18**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**8.18 Work and Family Participation**

**A. Family Activity**

Subject to operational needs and reasonable notice to the employer, employees shall be permitted to use accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or nonschool family-related activities such as sports events, recitals, 4-H, etc., in which the employee's child is participating. However, use of such leave shall not diminish an employee's entitlement under the Family School Partnership Act (Labor Code section 230.8) to, upon reasonable notice to the employer, use up to eight (8) hours per month but not to exceed forty (40) hours per calendar year of accrued leave credits (vacation, annual leave, personal holiday, holiday credits, CTO) for the purpose of attending school or pre-school related activities in which the employee's child is participating. Family is defined as the employee's son, daughter, or any child the employee stands in loco parentis (to the child). Employee leave requests for family activities shall be in accordance with the appropriate departmental procedures.

TA'd  
Gandus  
12:58 6/10/08

Connie Kahney BU 11  
Nancy L. Lyerla BU 17  
Margaret BU 14

TA'd 12:58 6/10/08  
Donna Bus BU  
Lynn Lowhead BU  
Ruth BU 20  
Kathy Charles BU  
Not in BU 14

## B. Family Crisis

Subject to operational needs, and upon reasonable notice to the employee's immediate supervisor, employees shall be eligible to use accumulated leave credits for the purpose of dealing with family crisis situations (e.g., divorce counseling, family or parenting conflict management, family care urgent matters and/or emergencies). If the employee has exhausted available leave credits, the employee may request unpaid leave. Family is defined as the parent, stepparent, spouse, domestic partner (as defined in accordance with Family Code section 297), child, grandchild, grandparent, brother, sister, stepchild, or any person residing in the immediate household. If eligible, any family crisis leave that meets the definition of serious health condition will run concurrently with section 8.16 of this Contract, Family and Medical Leave Act. The State shall consider requests from employees to adjust work hours or schedules or consider other flexible arrangements consistent with a department's operational needs and the provisions of this Contract. Employee requests related to family crisis or domestic violence shall be in accordance with departmental procedures and, except in emergencies, shall be made with reasonable notice to the employee's immediate supervisor. The State shall maintain the confidentiality of any employee requesting accommodation under this section, but may require substantiation to support the employee's request.

6/10/08  
 JS  
 Lab John #4  
 Camille Kabeau  
 BU #11  
 Nancy Z Lyerla BU 17  
 Marisa Med. 14

Donna BU 3  
 Terry Lawhead BU 21  
 Rickie BU 22  
 Kelly Charles BU 15  
 Mr. Ju BU 14



UNION PROPOSAL  
Bargaining Units: All  
June 9, 2009

2:35  
6/9/08

2:44

Article and Section No: 8.19

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**8.19 Paid Time Off – Precinct Election Board**

With prior approval of the employee's supervisor and under comparable conditions as provided for supervisors and managers in DPA rule 599.930, an employee may be granted time off for public service as a member of a Precinct Election Board. The employee shall be eligible for both regular State compensation and any fee paid by the Registrar of Voters for such service. Verification of service may be required.

J Sanders  
TA 4:35

TA'd 4:35 6-9-08  
Dunkan BU3  
Sherles BU15  
L. L. L. BU21  
R. L. L. CHAIR UNIT 20  
D. L. L. 7:14  
M. L. L. BU4  
Connie K. BU11  
N. L. L. BU17  
A. L. L. 4





**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 8.20**

**Proposal No.: 2**

*The Union proposes the following changes be made:*

**8.20 Blood Donation Programs**

Bargaining unit employees who donate blood, plasma, platelets and other blood products to certified donation centers may be allowed reasonable release time without loss of compensation when donations are made either at or in close proximity to the work site. Donation verification shall be provided upon request.

T/A  
SEIU 1000 1:49 9/23/08  
Margaret Mulder  
Jerry Rawhead  
Garry Shuler  
K. Cawant  
Brad Willet  
Amy Beck  
C. J. Smith  
Bart  
D. J. Smith  
D. J. Smith  
D. J. Smith

Ta  
Sanders  
1:49 pm  
9/23/08



TA's  
9/18/08  
Deborah Jure  
3:34 pm

**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

HR-017  
1:33

**Article and Section No: 8.23.1**

**Proposal No.: 2**

*The Union proposes the following changes be made to the following section:*

**8.23.1 Employment Development Department (EDD) Vacation Leave Policy (Unit 1)**

Subject to operational needs, the time when vacation shall be taken by the employee shall not be unreasonably denied. Vacations can only be canceled when unanticipated operational needs require it.

An employee shall be granted annual vacation leave request(s) up to their annual accrual rate. All vacation leave taken during the calendar year shall be counted towards the amount of leave described in the previous sentence. Employees must have sufficient leave earned and available to cover the time requested, prior to beginning their vacation.

**A. Vacation Policy**

1. When two (2) or more employees on the same shift (if applicable) in a work unit (as defined by EDD) request the same vacation time during a bidding round and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two (2) or more employees have the same amount of State service, department seniority will be used to break the tie. After review of State service and departmental seniority a tie will be broken by lot. Vacation schedules, which have been established in a work unit,

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pursuant to the seniority provisions, shall not be affected by employee(s) entering the unit after the schedule has been established.

2. Employees shall be allowed to bid on vacation leave periods up to their annual accrual rate. Any requests to use additional leave balances would be pursuant to the Vacation Bidding Procedure in paragraph B below and the Vacation Bidding Rounds in paragraph C below.
3. Employees shall use a statewide uniform vacation bid form which has been mutually agreed to by the Union and EDD management.

#### B. Vacation Bidding Procedure

1. Beginning on September 1, and ending no later than November 30, of each year, or the first work day(s) thereafter, each office manager or his or her designee shall conduct four (4) rounds of vacation bidding if necessary at their worksite.
2. At least two (2) weeks prior to September 1, each office manager or his or her designee shall make available to all employees a current worksite seniority list, a one year electronic calendar starting February 1 and ending on January 31 of the following year, indicating the number of employees that may be on vacation on each day, and copies of the mutually agreed to standard EDD vacation bid form.
3. For each of the four (4) rounds of vacation bidding, employees shall have ten (10) work days to turn in their completed bid form to the office manager or his or her designee.

4. For rounds one (1) and two (2) of bidding, the office manager or his or her designee shall approve vacation periods in the following manner. Each employee shall be granted their #1 priority choice unless it is taken by an employee(s) with more seniority as defined in paragraph A, section 1 above. The office manager or his or her designee shall then approve the employee's #2 choice unless it is taken by an employee(s) with more seniority. If necessary, the office manager or his or her designee shall go through all of an employee's subsequent bid choices in the same manner.
5. For any round of bidding, if an employee's bid list is exhausted, or if any part of an employee's consecutive day bid request cannot be granted, the office manager or his or her designee shall briefly confer with the employee, if the employee is available, for the purpose of obtaining another vacation bid before moving on to the next senior person in the office. If the employee is not available and has not left contact information with his/her manager then the manager shall move on to the next employee.
6. For round three (3), the office manager or his or her designee shall approve up to the employee's accrual rate before moving to the next senior employee's bid form.
7. For round four (4), the office manager or his or her designee shall approve up to the employee's balances before moving to the next senior employee's bid form.

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8. As each employees' vacation is approved in each of the four (4) vacation bidding rounds listed below, the office manager or his or her designee shall on a daily basis update the calendar described in B(2).
9. On November 30, or the first work day thereafter, the office manager or his or her designee shall provide each employee at the worksite with their approved vacation choices.
10. On November 30, or the first work day thereafter, each office manager or his or her designee shall post all approved vacation choices. This electronic calendar shall be immediately updated if:
- a. An employee cancels a vacation period;
  - b. Someone from the waiting list is approved;
  - ~~a.~~ c. A vacation period is approved during the open bidding period.
  - ~~b.~~ d. More vacation slots become available.
11. When an employee who was granted vacation leave cancels that leave, or will not have sufficient leave credits to cover the leave, the first person on the waiting list, if any, shall be awarded that vacation leave time.

### C. Vacation Bidding Rounds

1. Starting on September 1, or the first work day thereafter, each office manager or his or her designee shall conduct a first round of vacation bidding in the following manner. Using the standard bid form, each employee shall submit a minimum of five (5) vacation choices in priority order to the office manager or his or

TPA  
9/18/08

her designee. Each bid choice shall consist of one (1) through twenty-two (22) consecutive work days. Each bid choice shall be no more than the employee's annual accrual rate. The office manager or his or her designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.

2. Immediately after completing the first round of vacation bidding, the office manager or his or her designee shall conduct a second round. Using the standard bid form, each employee may submit vacation choices in priority order and shall consist of one (1) through twenty-two (22) consecutive work days and each bid choice shall be no greater than the employee's remaining annual accrual rate. The office manager or his or her designee shall then follow the Vacation Bidding Procedure in paragraph B, sections 4 and 5 above.
3. The combined total of rounds one (1) and two (2) cannot exceed the annual accrual rate of the employee.
4. Immediately after completing the second round of vacation bidding, the office manager or his or her designee shall conduct a third round of bidding. Using the standard bid form, each employee may submit vacation choices in priority order that consist of their remaining accrued vacation rate. The office manager or his or her designee shall then follow the Vacation Bidding Process in paragraph B, sections 4, 5, 6, and 7 above.
5. Immediately after completing the third round of vacation bidding, the office manager or his or her designee shall conduct a fourth round of bidding. Using the standard bid form, each employee may submit choices in priority order using their

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9/18/08  
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Bob Zme

But

for the purpose of evaluating and if necessary modifying the vacation language.

TA

Sept 18, 2008

Cathy Haddeth  
Tracy Johnson  
Margaret Wilson  
Brenda J. Mott  
Gene Aguilera  
Todd Smith

Quenneville  
Deel Rued

John M.  
Janet Sass  
Karen Weissman  
Karen Webb

Marlene Curley  
Jacqueline McCollum  
Maurice Padden

Cindy Gault  
Jan Montman Poole

TA  
Deborah June  
9/18/08



Management Proposal  
State  
2/12/9

~~8-1-2~~  
~~12:54 am~~  
~~1/21/9~~  
~~State set~~

Exclusive Representative: SEIU

Date: \_\_\_\_\_

The State proposes that the language below apply to all SEIU, Local 1000 bargaining units.

### 8. NEW Voluntary Personal Leave Program (VPLP) Opt Out

Upon ratification of this agreement by the parties, there will be a sixty (60) day window for employees currently participating in the VPLP to modify their participation or to opt out of the program. ~~Those opting out would be prohibited from participating in the VPLP again until July 1, 2010.~~

~~SEIU 11A~~  
~~Amber #4~~  
~~Chris~~  
BU 14  
mrs medel  
Bridgette  
8-21 5 a-25  
Dunka BU 3  
Rosa  
15021  
Hawant UH

John Chapman  
TA  
2/13/9  
9:07 pm



<u>Single</u>	<u>2-Party</u>	<u>Family</u>
<u>\$13.78</u>	<u>\$29.96</u>	<u>\$43.72</u>

Only employees enrolled in a qualifying plan on January 1, 2009, shall be eligible. Enrollments or health plan changes that take place after January 1, 2009, including retroactive transactions, shall not establish eligibility.

2. Effective January 1, 2010, the State agrees to pay an additional monthly health benefit premium contribution that is in addition to the employer premium contributions calculated in accordance with sub-section A. above, for employees enolled in any CalPERS-administered health benefit plan where the employee's share of the premium increases from 2009 to 2010. The additional employer premium contribution shall be calculated on a weighted average basis using the health benefit plan enrollments of January 1, 2009.

Only employees enrolled in a qualifying plan on January 1, 2010, shall be eligible. Enrollments or health plan changes that take place after January 1, 2010, including retroactive transactions, shall not establish eligibility.

C. B. Employees who first become eligible for health benefit enrollment on or after January 1, 2007, shall be subject to a one year vesting schedule for the employer health contribution for dependents as follows:

1. Fifty percent (50%) of the normal employer dependent portion of the contribution upon initial enrollment;

SEU T/A

Unit 14

Unit 14

Unit 14

Unit 14

John Chagnon

D.G. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

### E.D. Health Benefits Eligibility

1. Employee Eligibility - For purposes of this section, “eligible employee” shall be defined by the Public Employees’ Medical and Hospital Care Act.

- ## 2. Permanent Intermittent (PI) Employees

- a) Initial Eligibility – A PI employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) PI control periods. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) days from the end of the qualifying control period.

- b) Continuing Eligibility – To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

SEIU T/A

~~Mrs~~  
~~Curtis~~  
Franklin  
Buckley Bu 11  
Bu 9 b)  
Donna  
Bu 3  
Jan 7 4-5

Julius Morgan

3. Family Member Eligibility - For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

SEUTIA  
Margaret  
Long Beach #4 Unit #14  
Art  
Risinger pro  
Brad Pitt BU 11  
BU 2  
Gordon BU 3  
Jan 7 475

Julia Chyn



Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24) months of employment without a permanent break in service during the twenty-four (24) month qualifying period. However, if no alternative plan or prepaid plan is available within a fifty (50) mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.



UNION PROPOSAL  
Bargaining Units: All (Excluding Unit 17)  
Date: \_\_\_\_\_

CT  
2/13/09  
9:07p  
TA

Article and Section No: 9.3

Packaged Proposal #4

*The Union proposes the following changes be made to the following section:*

**9.3 Vision Benefit Plans (Excluding Unit 17)**

A. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of ten dollars (\$10) for the comprehensive annual eye examination and twenty-five dollars (\$25) for materials.

B. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and ~~9.1.3~~ of this Contract.

C. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under section 9.1 and ~~9.1.3~~ of this Contract.

*John Chagnon*  
*Handwritten notes and signatures:*  
- *Unit 17*  
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**UNION PROPOSAL**  
Bargaining Units: All  
Date:

b. As to any employee who enters State service or leaves State service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).

c. The money shall be available for use as defined in Government Code section 22877.

d. A Rural Healthcare Equity Program will be established with a separate account for bargaining unit members, as one of several similar accounts.

e. Each unit employee shall be able to utilize up to one thousand five hundred dollars (\$1500) per fiscal year, pursuant to Government Code section 22877, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1(b) is applicable here.

f. If an employee does not utilize the complete one thousand five hundred dollars (\$1500) pursuant to the procedures and limitations described in Government Code section 22877, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred eligible health care expenses in excess of the one thousand five hundred dollars (\$1500), but again according to the procedures and limitations in the statute. The monies in

*John Chey*

UNION  
Richard Jones BU 20  
Bud White BU 11  
and Tom BU 14  
Margaret Mead BU 1  
Garry Hawhead BU 17  
N. Herla #4  
Garry #3  
Holly #4  
Holly BU 1  
W. #4

9.4

- UNION  
 P. J. Over B.W.  
 Bud Willis Bull  
 C. K. Hunt Bull  
 Mary Mulholland  
 Mary Kanhad Bull  
 L. J. Barber Bull  
 Charles Bull  
 Parker #3  
 West  
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## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 9, Section 9.5

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 9.5.17 for Unit 17 and 9.5.21 for Unit 21.

### 9.5 Employee Assistance Program (EAP) (~~Excludes Unit 17 and Unit 21~~)

- A. The State recognizes that alcohol, nicotine, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, nicotine, drug, and stress related problems such as marital, domestic partner, family, emotional, financial, medical, legal, gender transition or other personal problems. The intent of this section is to assist an employee's voluntary efforts to treat alcoholism, nicotine use, or a drug-related or a stress-related problem.
- B. Each department head or designee shall designate an EAP Coordinator who shall arrange for programs to implement this section. Employees who are referred to an EAP Coordinator will be referred by the appropriate management personnel. An employee using the EAP, upon approval, may use accrued sick leave credits, CTO, vacation, and holiday credits for such a purpose. Leaves of absence without pay may be granted by the department head or designee upon the recommendation of the EAP Coordinator if all sick leave, holiday credits, vacation, and compensating time off have been exhausted, and the employee is not eligible to use Industrial Disability Leave or State Disability Insurance. A list of all EAP Coordinators and a telephone number to contact the appropriate coordinator shall be furnished to the Union within a timely manner after the execution of this Contract. Changes to such lists and phone numbers shall be promptly furnished to the Union when such changes occur.
- C. The records concerning an employee's referral and/or treatment shall be kept confidential. No manager, supervisor, department director, or coordinator shall disclose the nature of the employee's treatment or the reason for employee's leave of absence. Records of such referrals shall not be kept in the employee's personnel file.
- D. Upon request by the Union, a department which has an internal Employee Assistance Program for its employees will meet to discuss concerns presented by the Union regarding the administration of the program.
- E. Employees laid off shall be provided services in accordance with the Employee Assistance Program. Such services are term limited for six (6) months from the actual date of layoff.

Ta'd  
11:34  
Sander  
6/17/08

TA'd  
11:34  
6/17/08

Francis Bon 4  
Judy Shuler 15  
Donna BUI3  
Nancy Lyella BUI7

John Hawkin unit 1  
Rita Jones UNIT 20  
Jerry Hawhead unit 21  
Albert R. Troyer BUI4  
Carmel Stokely BUI1



**UNION PROPOSAL**  
**Bargaining Units: ALL**  
**Date: \_\_\_\_\_**

**Article and Section No: 9.6**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**9.6 Pre-Tax of Health and Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee will automatically have their out-of-pocket premium costs taken out of their paycheck before Federal, State, and social security taxes are deducted. Employees, who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

9/16/08 Ta  
J. Sanders  
7:37 PM

9/15/08 TA  
Charles  
Charles u-15 #1  
Bob Brown #4  
Suzela BU 17  
W. Brown BU 14  
J. Lawhead u-21  
Brad Willis BU 1  
F. [unclear] BU 20

# Management Proposal

Bargaining Unit: Common

Date:

Exclusive Representative: SEIU, Local 1000

Subject: Deferred Compensation Plans

3:30  
9/23/08

## 9.7 Pre-Retirement Death Continuation of Benefits

Government Code section 19849.15 – notwithstanding any other provision of law, the State employer shall, upon the death of an employee while in State service, continue to pay employer contributions for health, dental and vision benefits for a period not to exceed one hundred-twenty (120) days beginning in the month of the employee's death. The surviving spouse, domestic partner or other eligible family member, if any, shall be advised of all rights and obligations during this period regarding the continuation of health and dental benefits as an annuitant by the California Public Employees' Retirement System. The surviving spouse, domestic partner or other eligible family member shall also be notified by the department during this period regarding COBRA rights for the continuation of vision benefits. This section shall apply to represented State employees in bargaining units that have agreed to this provision.

Ta  
Ganders  
9/29/08  
3:49 PM

TA 9/29/08 3:49

Dan Reed BU3

Jim Shuler 4-15  
BU-4

Brad Willis BU 11

Adrian Bu 14

Steve Smith BU 17

J. Lawhead 421

Ronald Bu 20  
Maurice Bu 11



MANAGEMENT PROPOSAL

6:04 PM  
06/09/09

Bargaining Unit:

Date: \_\_\_\_\_

Exclusive Representative:

Subject: Article 9

The State proposes to roll over the following Section:

**9.9 Presumptive Illness**

When required by Cal/OSHA provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with Cal/OSHA regulations.

to'd  
Sanders  
10:54 a.m.  
6/10/09

Demeka BU3  
Tony Piki #4  
Renee Pina BU20  
N Lyeila BU17  
Felix Mercedes BU1  
J Lawhead 421  
Connie Kabeary BU4  
M. P. Lopez BU14  
Margaret Madsen 44





**UNION PROPOSAL**  
**Bargaining Units: All**  
**May 20, 2008**

6/26/08  
Received  
3:07

**Article and Section No: 9.10**

**Proposal No.:**

*The Union proposes that no changes be made to the following section:*

**9.10 Employee Injury on the Job**

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. Employees may pre-designate a personal physician who would be utilized, if circumstances permit, in the event of a job related injury. The employee must obtain the physician's written consent for this designation; the designation must comply with the other requirements included in Labor Code section 4600; and, the form must be given to the State in advance of any work-related injury. Otherwise, the State will refer the injured employee for treatment to a physician of its choice.
- B. An employee who is directed by his/her supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for his/her full shift.

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Banders  
4/27/08

Lohy  
BU 15

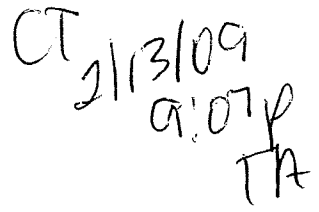
Rouffier  
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BU 3

Cannie Kabay  
BU 11  
Lawhead  
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Carmine  
BU 14

D. The State shall not use the DIRs' Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from his/her normal work assignments.

to Jeanne  
D. H. Sear  
6/27/08

W Lyerla BU 17  
Connie Kelley BU 1  
Rena Green BU 20  
Ricky Shultz BU 15  
Lana Park # 4  
D. H. Sear BU 3  
J. Hawkhead BU 21  
M. J.



C. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this section, "net salary" is defined as the amount of salary received after Federal

PZ 019.11

income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.

D. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to an injury as delineated in A and B above, the ~~assault~~, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress-related disabilities, or physical disability having mental origin.

E. The final decision as to whether an employee is eligible for, or continues to be eligible for EIDL, shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.

F. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.

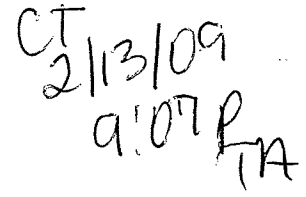
G. This section relating to EIDL will not be subject to the arbitration procedure of this Contract.

H. In circumstances that deviate from paragraphs A, B, and D the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.

I. If a claim is denied by the department director, the Union may request a review by DPA.

*[Handwritten notes and signatures on the left margin:]*  
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Witt  
#4  
Lyerla  
BOK 17  
Janet 3 4-15  
M...  
J...  
B...  
U3

*[Handwritten signature on the right margin:]*  
John Chapman



John Choyan



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date 7-18-08**

11:15am

**Article and Section No: 9.13**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**9.13 Long-Term Care Insurance Plan**

- A. Employees are eligible to enroll in any long-term care insurance plan sponsored by the CalPERS. The employee's spouse, parents, spouse's parents, are also eligible to enroll in the plan, subject to the underwriting criteria specified in the plan.
- B. The long-term care insurance premiums and the administrative cost to CalPERS and the SCO shall be fully paid by the employee and are subject to payroll deductions.

TA 7-18-08

Bobby Sherkes U-15

Brad Willis U-11

Maize Maldal U-1

Larry Park U-4

Frankie VW

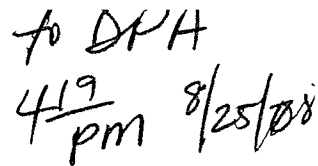
N Lyerla BU 17

Mike Smith BU 14

Myrel Cadon BU 21

Donna BU 3

TA Sanders  
7/18/08  
11:15am



***The Union proposes that no changes be made to the following section:***

C. Any disputes arising out of this section may only be appealed through the SPB's Reasonable Accommodation Appeals Process. This section is not subject to the grievance and arbitration procedure of this Contract.

MANAGEMENT PROPOSAL

6/10/17  
06/09/21

Bargaining Unit:

Date: \_\_\_\_\_

Exclusive Representative:

Subject: Article 9

The State proposes to roll over the following Section:

9.15 Industrial Disability Leave (IDL)

- A. Employees who suffer an industrial injury or illness and would otherwise be eligible for Temporary Disability (TD) benefits under the Labor Code will be entitled to IDL as described in Article 4 of the Government Code, beginning with section 19869. IDL will be paid in lieu of TD benefits.
- B. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
- C. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the twenty-third (23<sup>rd</sup>) workday of disability until the end of the fifty-second (52<sup>nd</sup>) week of disability. No IDL payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- D. The employee may elect to supplement payment from the twenty-third (23<sup>rd</sup>) workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to approximate the employee's full net pay. Partial supplementation will be allowed, but fractions of less than one hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- E. Temporary Disability with supplementation, as provided for in Government Code section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS during the first fifty-two (52) weeks, after the first date of disability, within a two (2)-year period.
- F. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in the Labor Code and supplementation, as provided in Government Code section 19863.
- G. For an employee injured prior to January 1, 2004, IDL may continue beyond the physician's statement that the employee's condition is "permanent and stationary" providing the employee has not exhausted his/her eligibility for IDL benefits, the employee has been declared a "qualified injured worker", and the employee would otherwise be entitled to Vocational Rehabilitation Maintenance Allowance (VRMA). IDL would be paid in lieu of VRMA.
- H. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

Tald  
10:55 am  
6/10/08  
Gunders

Roy Shules BU15  
Conrad Kelley BU11  
Margo Mada BU11

Jerry Lawhead BU2  
N Lyerla BU17  
Dunka BU13  
Ritina Lauer BU20



## Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 9, Section 9.16

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 9.16.17 for Unit 17 and 9.16.21 for Unit 21.

### 9.16 Group Legal Service Plan (~~Excludes Unit 17 and 21~~)

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

Tad  
Gandy  
6/17/08  
11:35 a.m.

Tad  
11:35  
6/17-08

Napa Hawkins unit 1  
Rena for BU 20  
Jerry Hawkhead U21  
Albert Turner BU 14  
Connie Kakeary BU 11  
Francine Pass BU 4  
Ricky Shuler BU 15  
Donna BU 3  
Nancy Lyster BU 17



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 9.17**

TA 2/13/9  
9:07 PM

*The Union proposes the following changes be made to the following section:*

**9.17 State Disability Insurance (SDI)**

A. A. ~~Beginning April 1, 2006,~~ All employees covered by this Contract will be covered under the State Disability Insurance (SDI) benefit in lieu of a Non-Industrial Disability Insurance (NDI) and Enhanced Non-Industrial Disability Insurance (ENDI) benefit as follows:

1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code; such as, an employee disabled due to a non-work related illness or injury of the employee, the employee's family member, domestic partner or the birth, adoption, or foster care placement of a new child. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.

2. ~~Effective July 1, 2006,~~ The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave. If an

*Handwritten notes and signatures on the left margin:*  
Broderick #17  
Kyrila  
Janet 3 4 15  
Margo  
Phil  
J. L. Head  
Buzi  
Dana  
M3

*Handwritten signature on the right margin:*  
John Chong

employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.

*[Handwritten signatures and initials on the left margin:]*  
R. [unclear]  
Brodell  
#11  
#4  
Lyerla  
BU 17  
Janet 3 12 75  
margaret  
Malden  
J Lawhead  
BU 21  
BU 3

3. Employees participating in the Rural Health Care Equity Program (article 9.4 and 9.4.21) shall continue eligibility as long as they are not remitting their health, dental and vision premiums directly to the healthcare providers.

4. If an employee is released by their physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances to supplement their SDI benefits only for absences from work hours for reasons unrelated to the disability which rendered them eligible for SDI benefits.

~~5. The parties agree to meet within ninety (90) days following ratification of the Contract to explore alternatives in the area of leave supplementation or integration to the SDI benefit.~~

~~6. This clause is subject to modification pursuant to Item #5.~~

a) SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.

6. b. An employee may elect to supplement their SDI benefit with leave integration up to forty (40) hours per month of their accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement it may affect the SDI benefits. However, the An employee's combined SDI benefit and use of leave credits cannot exceed their regular monthly gross (less mandatory reductions) net pay. Within one week of being disabled from work, the employee or

*[Handwritten signature on the right margin:]*  
Julia [unclear]

his/her representative must contact their departmental personnel office to provide information on the following:

- 1) a. The date the disability/illness commenced;
- 2) b. The estimated duration of the disability;
- 3) c. A phone number where the employee can be reached;
- 4) d. The election of leave credits usage during the first week of disability;
- 5) e. The number of hours in a month to be charged to leave credits;
- 6) f. Whether or not the employee is planning to file for SDI;
- 7) g. The election to supplement integrate leave credits with SDI benefits;

8) B. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office in order to ensure proper supplementation integration of benefits and payment.

~~B. During the three (3) month period following ratification of this Contract by the SEIU Local 1000 members and approval by the Legislature, there will be an open enrollment period where employees may opt out of the annual leave program.~~

C. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.

*Handwritten notes:*  
R. [unclear] 2000  
M. [unclear] 14  
M. [unclear] 14  
B. [unclear]  
N. [unclear] 11  
J. [unclear] 4  
J. [unclear] 17  
J. [unclear] 21  
B. [unclear]

*Handwritten signature:* John [unclear]



## 11:29

Date: \_\_\_\_\_

As a part of the Joint Union Labor Management Benefits Advisory Committee, DPA will arrange, with the assistance of CalPERS, for representatives of the major California health care providers to give educational forums. In these educational forums, health care providers will be asked to discuss cost containment methods, plan design, operational changes, and methods to improve member(s) overall health.

Ta'd  
Sanders  
3:30 PM  
9/30/08

TALD 9/30/08 3:36

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~~Danica~~ BU3  
Brad Wallis Bull  
Don & Mary BU21  
Vance Bus (Helen Bus)  
Lance (Jill) BU17  
Helen (Jill) BU1  
Lance (Jill) BU1  
Margaret (Jill) BU1



UNION PROPOSAL  
Bargaining Units: All  
June 9, 2008

41-100  
1435 HRS  
UNION  
CT

Article and Section No: 10.1

Proposal No.: 1

*The Union proposes no changes to the following section:*

**10.1 Health and Safety Commitment**

The State is committed to providing a safe and healthy work place for State employees. The Union supports a positive and strong health and safety program and shall cooperate with the State's efforts in this regard.

TALD 8/22/08  
3:25

*[Signature]*

*[Signature]*  
Brad Willis  
Jacqueline McCollum  
Don K. Miller  
Nigeria BU 17

Ta J Sanders  
3:25pm  
8/22/08



# UNION PROPOSAL

Bargaining Units: All

Date: \_\_\_\_\_

TA 1/13/9  
2 9:07 PM

## Article and Section No: 10.2

*The Union proposes the following changes be made to the following section:*

### 10.2 Health and Safety Committees

A. The parties agree that Joint Union/Management Health and Safety Committees are appropriate. At the Union's request, each department shall establish at least one Joint Union/Management Health and Safety Committee.

B. At the Union's request, the State may establish local work site Joint Union/Management Health and Safety Committees consisting of an equal number of Union and management representatives to address specific areas of concern. These committees shall meet, at least, quarterly unless there is a mutual agreement between a department and the Union to meet on a different schedule. These committees shall meet for the purpose of discussing health and safety problems, recommending appropriate actions on health and safety issues such as, but not limited to, indoor air quality, safety promotion, cumulative trauma disorders, employees safety training, preventing neck and back injuries, record keeping, and how to encourage employees to be more conscious of safety. The twenty-four (24) hour institutions agree to continue local worksite health and safety committees.

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Handwritten notes: unit 14

C. Employees appointed to serve on the committee shall serve without loss of compensation.

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Handwritten notes: [Signature]

Handwritten notes: J. Lawrence BU 21

Handwritten notes: J. [Signature] N. Luperla BU 17  
[Signature] #4  
[Signature] will [Signature]



D. To the extent permitted by law, and upon request, copies of employee occupation injury reports will be furnished to the appropriate Joint Union/Management Health and Safety Committee and shall remain confidential.

E. The parties agree that training on domestic violence, workplace security, rape prevention, and assaultive behavior are appropriate subjects for high priority consideration by the Joint Union/Management Health and Safety Committee.

D Lyerla BU17  
Janet 3 u-15  
Jan Baker #4

Walt not by

J Rowhead BU21

Mary McDonald BU21

R. W. H. for BU21

BU3

Brnd with not 11



UNION PROPOSAL  
Bargaining Units: All  
June 9, 2008

4170  
1435 HRS  
UNION  
CT

Article and Section No: 10.3

Proposal No.: 1

*The Union proposes no changes be made to the following section:*

**10.3 Occupational Hazards**

When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately investigate the situation and either direct the employee to perform some other task away from the occupational hazard(s) or proclaim the area safe and direct the employee to proceed with his/her assigned duties. This direction shall normally be after consulting with higher level supervisory or management staff. If the Union or the employee still believes the unsafe condition(s) exist, the Union or the employee may file a grievance alleging a violation of this section in accordance with the Health and Safety grievance procedure.

TAld 3:26  
8/22/08

*[Signature]*  
Shyles  
James

Brad Willis  
Jacqueline M. Callan  
D. [unclear] BU 20  
Tatiana [unclear]  
K. [unclear] BU 21  
D. [unclear] BU 17

To Sanders  
3:26 PM  
8/22/08



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2008**

2:35  
6/9/08

**Article and Section No: 10.4**

**Proposal No.: 1**

*The Union proposes no changes to the following section:*

**10.4 Injury and Illness Prevention Programs (IIPP)**

A. Each department shall establish, implement, and maintain an IIPP.

The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the DPA level shall be final.

TA'd 4:46pm  
Sanders

TA'd 4:46pm 6-9-08  
Demetra BU-3  
Mazur  
Medina BU  
Carmie Kalueau BU 11  
N Lyerla BU 17  
Lanahan #4  
Shyles BU 15  
Lanahan BU 21  
Rochester CHAIR UNIT 20  
Rochester 14

Article and Section No: 10.6

Proposal No.: 2

*The Union proposes that no changes be made to the following section:*

**10.6 Emergency Evacuation Procedures**

A. Each department shall establish, implement, and maintain an emergency evacuation procedure. The program shall be in writing and distributed and/or made available to all employees.

B. If any dispute arises with regard to this section, an employee may file a grievance. The decision reached at the DPA level shall be final.

TRAd 3:27  
8/22/08

*[Signature]*  
*[Signature]*  
*[Signature]*

Brad Willis  
Jacqueline McCallum  
Donna Brown  
Nancy BU 17  
Loretta  
Don't know BU 21

to  
Gandus  
3:27pm  
8/22/08

## MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: 6-13-08

Exclusive Representative: SEIU

Subject: Article 10

The State proposes to roll over the following section:

### 10.7 Protective Clothing

- A. When the State requires protective clothing to be worn, the State shall provide the protective clothing. Employees or the Union may request the issuance of protective clothing.
- B. "Protective Clothing" means attire, that is worn over, or in place of, regular clothing and is necessary to protect the employees' clothing from damage or stains which would be present in the normal performance of their duties. Protective clothing provided pursuant to this Contract is State owned or leased property which will be maintained by the State. Damaged protective clothing, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

TA'd R/O Julie  
Deborah  
11:54  
6/13/08

TA'd 11:54am  
6-13  
Aimee  
Lubben  
Margaret W. De  
Ralph Hansen  
Brandy Johnson

## MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: 6-13-08

Exclusive Representative: SEIU

Subject: Article 10

The State proposes to roll over the following section:

### 10.9 Safety Equipment

Safety equipment required by the State shall be provided to employees covered by this Contract by the employer.

- A. Such equipment may include safety devices, wearing apparel and other equipment for the protection and safety of employees in the conduct of their assigned duties.
- B. The State shall provide training in the use of safety equipment required in the performance of the job.
- C. Employees may request additional safety equipment if they feel it may add to their overall safety.
- D. Equipment damaged or lost, due to the negligence of the employee, shall be replaced by the employee at his/her expense.

TA'd R/p  
11:54 AM  
Deborah Jure  
6/13/08

T'd 6-13-08 11:54 AM  
Diana  
Margaret Willson  
Ralph Hawkins  
1



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date \_\_\_\_\_**

7:17 PM  
8/14/08  
Union

**Article and Section No: 10.10**

**Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**10.10 Medical Monitoring**

Medical monitoring programs shall be discussed by the appropriate departmental Joint Union/Management Health and Safety Committee(s) and they will take into account the status of current technology and scientific recommendations for such programs, and the need for specified departmental programs.

TAJ  
1:26pm  
8/25/08  
Deborah Jure  
RPO

8/25/08 7/1X  
1:26pm 8-25-08

Margot Meli  
Karen Webb  
Marlene Aubrey  
Pauline  
Jacqueline McCollum  
Brendy  
Gina  
Pauline  
Marilyn  
Heal

Janet Soss  
Tad  
Brendy  
Aemine



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

9-19-08  
11:39 a.m.

## Proposal No.: 2

***The Union proposes no changes to the following section:***

## 10.11 Hazardous Materials

A. Upon request of the Union or an employee, the State shall provide a completed Material Safety Data Sheet (MSDS) for each hazardous substance in use at the place of employment, which has been supplied to the employer by the manufacturer, producer, or seller. If not provided by the manufacturer, producer, or seller, the State shall prepare a written request asking that the MSDS be sent.

B. In accordance with departmental policies, an employee will receive training in the use of hazardous substances where the following conditions exists:

1. The manufacturer is required under Labor Code section 6390 to provide a MSDS;
2. The employee is required to use/handle the substance; or
3. It is necessary to update or otherwise train an employee in its

use.

TA 22 use.  
21.32  
TA, SEIU Local 1000  
9-19-08

Dr. Aquino  
 Franco Parisi  
 Maria Antonia

*[Handwritten signatures and scribbles]*

Agustin  
Doris  
Harris  
Lear  
Hull  
Karen  
McCall  
Margaret  
Buck

Margaret Wilson  
 1000 1/2 St. N. W.  
 Wash. D. C.

*Tracy*  
*Qualmer College*  
*C. Kaufman*  
*Avenue*  
*Sept 1908*  
*Phil. A. Johnson*





# UNION PROPOSAL

Bargaining Units: All

Date 7-18-08

Article and Section No: 10.12

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

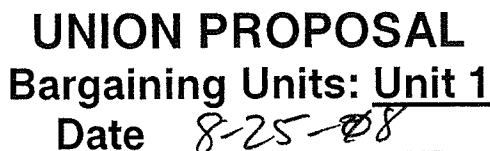
## 10.12 Employee Restroom Facilities

To the extent possible, where both male and female employees are employed at a permanent work site, the State will provide separate restroom facilities which are also separate from those facilities provided to inmates, wards, residents, patients, members, and students.

TA 7-18-08

John Charles U-15  
Lynn Barber U#9  
Jennifer VW  
N Lynda BU 17  
Brad Wilbur U-11  
Gina Turner BU 14  
Margaret Medel U1  
Miguel Carbon BU 21  
DANIELA BU 3

TA  
11:20am  
J Sanders  
7/18/08



to DPH  
4<sup>21</sup> pm 8-25-88

# Proposal No.: 1

***The Union proposes that no changes be made to the following section:***

### 10.13 Access to Work Areas 24 Hours

- A. Upon request, employees in twenty-four (24) hour facilities/institutions who need keys will be provided keys.
- B. Keys may not be provided due to special circumstances, such as safety or security reasons. In those instances, management will ensure employees have access to and egress from their work areas during their normal work hours.

TA'd  
8/25/08  
K/O  
4:23pm  
Nubarah  
June

Call Bill

8211000  
TWA 4:23 pm 8-25-88  
must medic  
Paul  
Jacqueline  
Karen  
Marlene  
Tim  
Mick  
Brenda  
Maurice  
Paul  
Frank

## Date: \_\_\_\_\_

**Subject: Article 10**

## 10.14 Personal Alarms

- A. A department shall make available to all employees who have contact or a work assignment with inmates, wards, forensic clients or forensic patients, in areas equipped with an alarm, a personal alarm transmitter. The transmitter shall be tested regularly. If a log of the testing is maintained by the department, the Union shall have the right to inspect this log upon written request.
- B. The departments having twenty-four (24) hour institutions shall keep the Union informed, upon request, of the progress of personal alarms being tested, manufactured, or being considered for use within said institutions. The State shall meet with a Union representative before the devices are provided to employees.
- C. Any institution currently providing such personal alarm devices will continue to do so.
- D. This provision shall not supercede any existing departmental or institutional policy governing the use of personal alarms.

1-25-09 2:38 PM  
Sent T/A

TA 2:38 PM  
1/29/09  
Rabbit Juice



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

E1-c  
2:02pm  
Bu 1  
1/20/9  
union

**Article and Section No: 10.18**

**Packaged Proposal**

*The Union proposes the following changes be made to the following section:*

**10.18 Referral of Assault/Battery**

- A. The State shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on an employee to the appropriate prosecuting authority.
- ~~B. The State shall report all cases involving a toll patron assault and/or battery, as defined by existing laws, on a toll collector to the appropriate police agency.~~

1-25-09 2:38 AM  
SEIU T/A  
Margaret Miller  
Karen Delvel  
Paul Miller  
Brandi Johnson  
Margaret Miller  
Brandi Johnson  
Cynthia Miller  
Quenne  
Gen Aguirre  
Dana

T/A  
2:38 AM  
1/25/09  
Dubbie June



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date: \_\_\_\_\_**

ELJ  
6/25/08  
SEIU  
10:00

**Article and Section No: 10.19**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**10.19 Assaultive Behavior**

The State will endeavor to provide training to all employees at risk of assault on how to defuse potentially violent situations and verbal confrontations.

TA'd  
6/25/08  
Deborah Jue  
9:10pm

TA  
SEIU 6/25/08  
6/25/08

Margot Melton  
Brandy J.  
Janet S. Henderson  
Paul J. Adams  
Margaret Wilson  
Paul Gonzalez-Wake

F20517  
06/20/08

## MANAGEMENT PROPOSAL

Bargaining Unit: SEIU Common Table

DATE: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 10, Section 10.21

### 10.21 Workplace Violence Prevention (~~Excludes Unit 17 and 21~~)

The State and Union developed a model Workplace Violence Prevention program. Each department shall maintain a Workplace Violence Prevention Program that meets the mutually agreed upon model program. The department program shall be in writing and distributed and/or made available to all employees.

La  
Sanders  
6/20/08  
4:38 PM

TR/d  
Donna BU3  
Foley Shultz BA15  
Quinn LeBou BA1  
Connie Kabeary BU11  
Terry Rawhead BA21  
Lyn Baker #4  
Lynn Baker BU20  
Mack BU14  
N Lyerla BU17



6. Telephone headsets;
7. Ergonomic computer table and supports;
8. Wheeled carriers;
9. Alternative pointing devices (rollerball, trackball, touch-pad, etc.) as necessary.

Additionally, the State shall take action as it deems necessary to mitigate glare from the workplace, such as, rearrangements of the work stations to avoid glare on monitors and on terminal screens from windows and ceiling luminaries, or providing other measures to reduce the glare from light sources.

- E. Upon request by the Union, the State agrees to meet to review any suggested revisions or additions to the State's Computer User's Handbook.

Ta  
J Sanders  
11/17/08  
3:14pm

TA'd 3:14  
11-17-08

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*[Signature]*  
4-15  
Brodwin Bu 11  
Jen Aguirre BU 1  
Callan Brown BU 4  
Valerie Smith BU 4  
Linda Brown BU 21  
Yvonne BU 17  
Nlyela





**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 8, 2009**

2:35  
6/9/08

**Article and Section No: 10.23**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**10.23 Independent Medical Examinations**

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform his/her normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation Program.
- B. If the State, after the independent medical examination, determines that the employee cannot perform the essential functions of the job position, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying his/her personal medical evaluations to dispute the State's findings.

6/9/08 5:58 PM  
Ta'd  
Ganans

TA'd 5:58 6-9-08

Quinnigan BU3  
Bryce Shutes BU15  
T. Hayward BU21  
Rising for CHAIR ONLY  
W. 14  
Margaret Malin III  
Connie Kallany BU11  
N. L. Vera BU17  
L. L. L. #4



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 10.25**

**Packaged Proposal**

*The Union proposes the following changes be made to the following section:*

**10.25 Infectious Disease Control**

A. The State shall provide all employees in twenty-four (24) hour institutions in-service training on infectious disease control. New employees, and current employees who have not received training, shall be provided training on infectious disease control.

B. Training shall be provided for employees in the Departments of Health Care Services, Public Health, Veteran's Affairs, DIR, DDS, DMH, CDCR, and the California Environmental Protection Agency (CalEPA) whose laboratory, research, testing, or regulatory duties may expose them to infectious diseases.

C. When an outbreak of infectious, contagious, or communicable diseases/conditions is known at the work site, the State shall notify potentially exposed employees at the work site.

D. Infectious Disease Control Training shall include, but not be limited, to bloodborne and airborne diseases.

E. The State shall utilize the best guidelines available. Examples of guidelines may include the use of the Joint Advisory Notices issued

TA  
3:49 AM  
3/25/09  
Dublin

3/29  
1-25-09  
SEIU  
Margaret Wilson

Raimundo  
Margaret Wilson  
Todd  
Frank

Brady  
Kareem  
Garcia

Guadalupe  
Aguiar

by the Centers for Disease Control. For licensed hospitals, such training shall be consistent with the California Code of Regulations.

TA  
3:49am  
Dbbie Jue

SETU T/A

Margaret Muel  
Dianne Sullivan  
Margaret Wilson

Todd  
Brandy Johns

Bert  
Karen  
Carol

Michael

Gene Aguilera

## MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 10

The State proposes to roll over the following section:

### 10.26 Precautions Against Exposure to Bloodborne Pathogens

- TA'd  
4:24pm  
8/25/08  
R/O  
Deborah Gue
- SEIU UOD T/A  
12:41pm 8-25-08  
Margaret Melton  
Frank Red  
Marlene Curley  
Jacqueline McColl  
Karen DeVoe  
Lionel  
And/Starlin  
Brenda  
Harris  
Linda  
Heidi
- A. The Department of Corrections and Rehabilitation (CDCR), Mental Health (DMH), Veterans Affairs (DVA), and Developmental Services (DDS) shall utilize the best guidelines identified for the housing, control and treatment of inmates, wards, clients, and patients to ensure the protection of staff from exposure to bloodborne pathogens. Examples of guidelines the departments may use are the Joint Advisory Notice issued by the Department of Labor, Department of Human Services, and guidelines issued by the Centers for Disease Control. Upon request, the Union and/or an employee will be provided a copy of the aforementioned publications and/or guidelines utilized by the departments above.
- B. CDCR, DMH, DVA, and DDS shall provide the necessary training to staff who are responsible for the care and treatment of inmates, wards, clients, and patients with bloodborne pathogens. Training will be tailored to the express or identified needs of the staff assigned and will be conducted as determined and identified by management. Upon request, the Union will be provided with the State's approved training plan relative to bloodborne pathogens.
- C. Signs or posters indicating the proper precautions that staff should follow relative to good sanitary practices will be posted in staff restrooms and other locations as determined by management.
- D. The aforementioned departments will use standard audit procedures regarding compliance issues related to inspections.
- E. Employees who are exposed to bloodborne pathogens as a result of their employment will be advised of their ability to receive appropriate treatment and care as determined by their treating physician via the workers' compensation system.
- F. The departments will utilize the most up to date guidelines provided for the processing of laundry.
- G. Protective apparel shall be available to all staff. All employees, upon request, shall be provided with disposable gloves and hand cleaning materials in an AIDS unit. A supply of these items should be maintained in such a manner so as to be accessible to other designated staff.
- H. The Union will bring concerns regarding health and safety issues to the local Health and Safety Committee for resolution.
- I. CDCR, DMH, DVA, and DDS shall offer Hepatitis B vaccinations to all employees who have potential for occupational exposure as defined in Title 8 section 5193 of the California Code of Regulations.

If a bloodborne pathogens unit is established in any other department, the State agrees to abide by this section.

Lead  
All  
Carmel  
Barbara  
Adele  
J.S. Medeiros



1/25/18 1:22p

**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 10.27**

**Proposal No.: 2**

*The Union proposes that no changes be made to the following section:*

**10.27 Remodeling/Renovations and Repairs**

- A. Whenever a State owned or managed building is remodeled or renovated, the agency/tenant whose space is being remodeled/renovated will provide at least thirty (30) days prior notice to employees impacted by the construction. A copy of this notice shall be provided to the Union.
- B. Except in emergency situations, the State shall give not less than forty-eight (48) hours prior notice whenever repair work in State owned or managed buildings is done which may result in employee health concerns for the work environment.
- C. Prior to undertaking any remodeling, renovation, or repair, that requires removal of any material, the materials will be tested for lead and asbestos. If such materials are present, they will be removed in accordance with State regulations to assure the safety of employees/tenants.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.

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T. H. H.  
D. H. H.  
B. H. H.  
Bu-11  
C. H. H.  
Bu-14  
R. H. H.  
Bu-17  
A. H. H.  
Bu-21  
J. H. H.  
Bu-4  
H. H. H.

*Handwritten signature and date:*  
J. H. H.  
1:43 PM  
8/21/09

E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment."

F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.27 (Remodeling/Renovations and Repairs).

Tad  
Gordon  
Shirley 11-15  
Brad Willis BU-11  
al Joyce BU-14  
John BU-12  
Linda BU-20  
Nancy BU-17  
Ann Goldman BU-21  
John M. Krumm BU-4  
KB Collins

**UNION PROPOSAL**  
Bargaining Units: All

Date: \_\_\_\_\_

Article and Section No: 10.28

Proposal No.: 2

*The Union proposes that no changes be made to the following section:*

**10.28 Pest Control**

- A. Whenever a department utilizes a pest control chemical in State owned or managed buildings/grounds, the department will provide at least forty-eight (48) hours notice prior to application of the chemical, unless an infestation occurs which requires immediate action. Notices will be posted in the lobby of the building and will be disseminated to building tenant contacts.
- B. Employees who wish to review the MSDS sheet(s) for the chemical(s) being applied may do so by making their request to the appropriate building manager's office. Application of the chemical(s) will be done in a manner consistent with State regulations to assure the safety of tenants.
- C. Normally, the chemical application will take place during hours when the building is closed for business.
- D. For leased buildings not managed by the State, the State will include the following language in all new leases entered into after thirty (30) days following the ratification of this Contract.
- E. "Except in emergency situations, the Lessor shall give not less than forty-eight (48) hours prior notice to State tenants, when any pest

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Unit 7  
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BU 1  
Kuma  
Jone  
Jone

Nijela  
BU 1

Arac Goldma  
BU 21  
John H. Kuma  
BU #4

Lu  
Jumay  
8/21/08  
1:40PM

control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns for the work environment.”

F. The State will take actions to accommodate employees who suffer from chemical hypersensitivity as it pertains to section 10.28 (Pest Control).

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unit 14.  
Bwllis  
UNIT II  
K...  
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Nyerla BU 17  
J.A.D. 130 #4  
J.B. Bl...  
ava Goldman BU 21

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bar  
8/28/08  
1:40pm





**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 9, 2008**

2:35  
6/9/08

**Article and Section No: 10.29**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

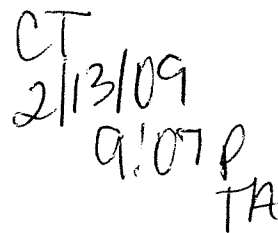
**10.29 Smoking Cessation**

- A. The State will continue to provide smoking cessation programs consistent with prior departmental practices.
- B. Participation or non-participation in such programs shall not jeopardize the employment rights of participants and non-participants for failure to successfully complete smoking cessation programs.
- C. Where not already implemented, the State agrees to consider smoking cessation programs upon request of groups of employees within the same department and geographic proximity.

Told 6:00pm  
J. Sanders

TA'd 6:00pm 6/9/08

Donna Bu3  
Edy Shuler BU15  
Gawhead BU21  
Lionel CHAIR UNIT 20  
14  
Margaret W  
Connie Kahan BU11  
N. L. Lela BU17  
Lionel #4



## Packaged Proposal #4

***The Union proposes no changes be made to the following section:***

### 10.30 Health and Safety Grievances

B. To this end, the parties agree that it is in their mutual best interest to endeavor to make the work site free from situations, circumstances, or conditions that constitute an immediate and recognizable threat to the health and safety of employees.

C. It is the intent of this Health and Safety Grievance Procedure to ensure a prompt response to employees who feel that a situation exists which constitutes an immediate and recognizable threat to their health and safety.

D. When an employee in good faith believes that he/she is being required to work where an immediate and recognizable threat to his/her health and safety exists, he/she will so notify his/her supervisor. The supervisor will immediately assess the situation, direct any necessary corrective action to eliminate any immediate and recognizable threat to the employee's health and safety, and either direct the employee to temporarily perform some other task or direct the employee to proceed with his/her assigned duties. If the Union or

P2 LT 10.30

the employee still believe the immediate and recognizable threat to his/her health and safety exists, the Union or the employee may file a grievance alleging a violation of this section at Step 2 of the grievance procedure as follows:

1. Health and Safety Grievance – Step 2

- a. If the grievant is not satisfied with the decision rendered by his/her supervisor, the grievant may appeal the decision in writing, within five (5) calendar days after receipt of the decision to the department head or designee as the second level of appeal.
- b. The person designated by the department head as the second level of appeal shall respond to the grievance in writing within fourteen (14) calendar days. A copy of the written response shall be sent concurrently to the SEIU Local 1000 Headquarters.

2. Health and Safety Grievance – Step 3

- a. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision in writing, within five (5) calendar days, after receipt of the decision to the DPA as the third level of appeal. The Union shall concurrently send a copy of the appeal to the affected department(s).
- b. The Director of the DPA or designee shall respond to the grievance in writing within fourteen (14) calendar days.
- c. If the grievance is not resolved at Step 3 within twenty-four (24) hours after receipt of the third step response, the

P's CT 10.30

Union shall have the right to submit the grievance to arbitration.

- d. The arbitration shall take place no later than fourteen (14) days following the Union's request unless the parties mutually agree otherwise.
- e. Arbitration shall be in accordance with section 6.11(B) of this article unless otherwise provided.

*[Handwritten notes:]*  
Raf  
Wanda  
Unit 1 of  
Bridgwater  
Unit 11  
Unit 4  
Unit 17  
Unit 15  
Unit 8  
Unit 1  
Unit 3  
Unit 13

*[Handwritten signature:]*  
John Chom

MANAGEMENT PROPOSAL

Bargaining Unit: All

Exclusive Representative: SEIU

Subject: Salaries

The state proposes the following language changes:

11.1 Salaries

~~There shall be no salary increases for the term of this agreement~~

~~A Within sixty (60) days following legislative approval, SEIU Local 1000 represented employees shall receive a one-time bonus of one thousand dollars (\$1000) as follows:~~

~~1 Permanent and limited-term full-time employees who were on payroll on June 30, 2006, shall receive \$1000, or~~

~~2 Permanent and limited-term part-time employees who were on payroll on June 30, 2006, shall receive \$1000, or~~

~~3 Employees holding a TAU appointment who were on payroll June 30, 2006 and who were paid for 519 or more hours (intermittent appointment) or the equivalent of 519 hours (full-time and part-time appointment) during the twelve (12)-month period of July 1, 2005, through June 30, 2006, shall receive \$1000. An employee holding a TAU appointment with prior permanent status who accepts a TAU appointment without a break in service shall be entitled to the bonus under Criteria 1 and 2 above, or~~

~~4 Permanent, limited-term and seasonal intermittent employees who were on payroll June 30, 2006 and were paid for 519 or more hours during the twelve (12)-month period of July 1, 2005, through June 30, 2006, shall receive \$1000.~~

~~B Any employee who holds multiple appointments in classifications represented by SEIU Local 1000 and/or any other bargaining unit which agreed to this bonus shall receive \$1000 if their combined time base is equal to or greater than one quarter (1/4) time. (For example, an employee holds two appointments, both as one quarter (1/4) time base and in bargaining units eligible for this bonus, the employee shall receive the maximum amount, \$1000.)~~

~~C The bonus received by the employee shall not be considered as compensation for the purposes of retirement contributions.~~

~~Effective July 1, 2006, all SEIU Local 1000 represented classifications shall receive a general salary increase of three and one-half percent (3.5%), (Excluding classifications in CDCR, Juvenile programs that are included in the Farrell settlement). The increase shall be calculated by multiplying the base salary by 1.035. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.~~

~~Classifications receiving the Plata/Plata-Equity differentials (CDCR & DMH) shall have their differential adjusted downward by a dollar amount that will result in the incumbents receiving the same gross monthly salary as was received prior to the general salary increase.~~

ET 1/11/11  
Date: 3/27/09  
State  
2/12/09  
ET 1-10 mm  
12:54 am  
1/26/09  
State-CT

TA 2/13/09 9:07 pm  
TC 1/13/09

SEIU/CTA

Unit 14

Boas

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John Chagnon

Jan 13 4 15

~~E. Effective July 1, 2007, the State agrees to provide a cost-of-living adjustment to all SEIU Local 1000 classifications as follows. (Excluding classifications in CDGR, Juvenile programs that are included in the Farrell settlement)~~

~~1. The salary increase shall be equal to the total percentage change in the Consumer Price Index (CPI) for the twelve-month period from April 2006 through March 2007. The specific amount of the cost-of-living adjustment shall be determined by the increase in the cost of living for the year using the Consumer Price Index, U.S. Department of Labor, Index CPI-W West Urban - All Urban Consumers (Not Seasonally Adjusted), Series CUUR0400SA0, United States.~~

~~2. The cost-of-living adjustment shall not be less than 2.0% or more than 4.0%.~~

e.g. If the cost of living for the year, as determined in #1 above, is less than 2.0%, the Cost of living adjustment for the year shall be established at 2.0%. If the cost of living for the year is greater than 4.0%, for the specified period, the Cost of Living Adjustment for the year shall be established at 4%. If the cost of living for the year increases by an amount between 2.0% and 4.0%, employees shall receive the specific cost of living increase rounded to the nearest tenth.

~~3. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.~~

The following illustrates the specific method of computation to be used in calculating the salary increase, using fictional data for illustration purposes only.

EXAMPLE for 2007 Increase (as described in #1)

GPI for March 2007 (EXAMPLE ONLY)	202.4
Less GPI for March 2006	197.1
Index Point Change	5.2
Divided by Previous CPI (March 2006)	197.1
Equals	0.02637
Result multiplied by 100 (100 X .02637)	2.6
Cost of Living adjustment for 2007	2.6%

~~Salary adjustment effective July 1, 2007 (EXAMPLE ONLY) 2.6%~~

Equity Increases

~~Effective January 1, 2007 the following Auditor classifications shall receive 5% added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 500.682(b) and 500.687.~~

- |      |  |
|------|--|
| 4101 | Financial Institutions Examiner        |
| 4102 | Senior Financial Institutions Examiner |
| 4133 | State Financial Examiner-III           |
| 4134 | State Financial Examiner-II            |

- 4410 Senior Insurance Examiner (Specialist)
- 4412 Associate Insurance Examiner
- 4420 Insurance Examiner
- 4443 Corporation Examiner
- 4452 Corporation Examiner IV (Specialist)
- 4488 Inheritance and Gift Tax Examiner III
- 4489 Public Utility Financial Examiner IV
- 4502 Public Utility Financial Examiner III
- 4508 Public Utility Financial Examiner II
- 4134 Mineral and Land Auditor Specialist II
- 4135 Mineral and Land Auditor Specialist III
- 4137 Mineral and Land Auditor Specialist IV (Specialist)
- 4144 Governmental Auditor III
- 4146 Governmental Auditor II
- 4155 Staff Management Auditor (Specialist), State
- 4159 Associate Management Auditor
- 4175 Auditor I
- 4203 Investigative Auditor II, Department of Justice
- 4245 Investigative Auditor III, Department of Justice
- 4224 Investigative Auditor IV (Specialist), Department of Justice
- 4248 Health Program Auditor IV, DHS
- 4252 Health Program Auditor III, DHS
- 4254 Health Program Auditor II, DHS
- 4267 Tax Auditor, Board of Equalization
- 4281 Associate Tax Auditor, Board of Equalization
- 4282 Staff Tax Auditor, Board of Equalization
- 4285 General Auditor III
- 4287 General Auditor II

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Unit  
Unit

Roman  
Bridgman Bu II  
B22  
Unit U17  
B23  
Jan 3 475

John Chapman

- 4286 Investigative Auditor, Alcoholic Beverage Control
- 4338 Tax Auditor III, Employment Development Department
- 4340 Tax Auditor II, Employment Development Department
- 4341 Tax Auditor IV, Employment Development Department
- 4361 Associate Tax Auditor, Franchise Tax Board
- 4362 Tax Auditor, Franchise Tax Board
- 5024 Senior Property Auditor-Appraiser
- 5441 Assistant Property Auditor-Appraiser (Board of Equalization)
- 5448 Associate Property Auditor-Appraiser, (Board of Equalization)
- 5453 Senior Specialist Property Auditor-Appraiser (BOE)
- 5641 Staff Services-Management Auditor
- 9070 Investigative Auditor II, Department of Food and Agriculture
- 9071 Investigative Auditor III, Department of Food and Agriculture
- 9323 Workers' Compensation Payroll Auditor
- 9324 Senior Workers' Compensation Payroll Auditor
- 4057 Program Evaluator, CALPERS
- 4058 Associate Program Evaluator, CALPERS
- 4061 Staff Program Evaluator, CALPERS
- 4084 Program Evaluator Specialist (Information Systems)
- 4085 Staff Program Evaluator Specialist (Info Systems), CALPERS
- 4141 Totalisator Systems Examiner
- 4378 Business Taxes Specialist III, Board of Equalization
- 4379 Business Taxes Specialist II, Board of Equalization
- 4380 Business Taxes Specialist I, Board of Equalization
- 4364 Program Specialist I, Franchise Tax Board
- 4365 Program Specialist II, Franchise Tax Board
- 4366 Program Specialist III, Franchise Tax Board

SEBU TLA

Mr  
Alfred  
unit 14

Donna  
over  
Buz

Brook  
Buz

David  
unit 17

Donna  
Buz

James  
unit 15

John Chapman



Effective January 1, 2007 the following Information Technology classifications shall have five percent (5%) added to the maximum salary rate. Employees who have been at the old maximum salary rate for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA Rules 500.682(b) and 500.687.

#### Eligible Classifications

~~1360—Information Systems Technician~~  
~~1557—Information Systems Technician II~~  
~~1353—Computer Operator~~  
~~1560—Computer Operations Specialist I~~  
~~1561—Computer Operations Specialist II~~  
~~1562—Information Systems Technician I~~  
~~1361—Staff EDP Acquisition Specialist~~  
~~1368—Senior EDP Acquisition Specialist (Technical)~~  
~~1382—Programmer I~~  
~~1383—Programmer II~~  
~~1478—Assistant Information Analyst~~  
~~1578—Associate Programmer Analyst (Specialist)~~  
~~1478—Associate Information Systems Analyst (Specialist)~~  
~~1585—Associate Systems Software Specialist (Technical)~~  
~~1581—Staff Programmer Analyst (Specialist)~~  
~~1312—Staff Information Systems Analyst (Specialist)~~  
~~1587—Systems Software Specialist I (Technical)~~  
~~1583—Senior Programmer Analyst (Specialist)~~  
~~1337—Senior Information Systems Analyst (Specialist)~~  
~~1373—Systems Software Specialist II (Technical)~~  
~~1367—Systems Software Specialist III (Technical)~~  
~~2048—Instructional Systems Engineer, Commission on Peace Officer Stds.~~  
~~2050—Sr. Instructional Systems Engineer, Comm on Peace Officer Stds.~~  
~~5170—Telecommunications Systems Analyst I~~  
~~5171—Telecommunications Systems Analyst II~~  
~~7737—Associate Program Systems Analyst~~  
~~7738—Staff Program Systems Analyst (Specialist)~~

SELD T/A

Mr. [Signature]  
at [Signature]  
[Signature]

Re: [Signature]  
[Signature] Bu 11  
[Signature] Bu 21  
[Signature] UH  
[Signature] BU 3

Janet [Signature]

[Signature]

SEBU 71A  
Marty Melchior  
Lay Bunker #4  
unit 1st  
Rena over 420  
Bu 11  
Bu 0021  
unit 117  
DMPA BU 3  
unit 7 unit

John Clayton



UNION PROPOSAL  
Bargaining Units: All

Date \_\_\_\_\_

2/13/09  
5:58 AM

Article and Section No: 11.1

The Union proposes the following changes be made:

11.1 Salaries

A. There shall be no general salary increase for the term of this agreement. Generally, the salary rates shall remain in effect at the time of this agreement, unless amended pursuant to Articles 14.1 or 24.1, Section B.

SEIU T/A  
Margaret Malden  
all for unit #4  
P. W. for BU  
Bridgette BU 11  
Boz  
L. Cant 117  
D. P. 113  
Jan 3 11-15

*[Signature]*



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
Date 7/28/08

5:25 pm  
4/28/08

**Article and Section No: 11.3**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**11.3 Salary Definitions**

Units 1, 3, 4, 11, 14, 15 and 20 hereby agree to support putting the following changes to Article 5 of the DPA regulations into effect provided all bargaining units agree to the same. As used in this article, terms are defined as follows:

A. "Salary range" is the range of rates between, and including, the minimum and maximum rate currently authorized for the class; Top Step Rounding: Classes shall be adjusted to reflect five percent (5%) increments between the minimum and the maximum salary rates. Each five percent (5%) shall be calculated by multiplying by 1.05 and rounded to the nearest dollar. To calculate five percent (5%) for daily and hourly rates multiply by 1.05 and round to the nearest dollar and cents amount, subject to the availability of funds.

B. "Step" for employees compensated on a monthly basis is a five percent (5%) differential above or below a salary rate rounded to the nearest dollar and for employees compensated on a daily or hourly basis is a five percent (5%) differential above or below a rate rounded to the nearest dollar and cents amount. One-step higher is calculated by multiplying the rate by 1.05 (e.g., \$2,300 x 1.05 = \$2,415). One-step lower is calculated by dividing the rate by 1.05 (e.g., \$2,415 ÷ 1.05 = \$2,300).

TA 10  
7/19/08  
2:30 pm  
Debra Jue

2:30 as  
SEIU Local 1000

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9-19-2008

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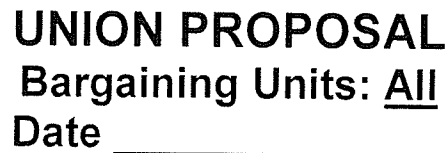
me  
Karl

me  
C. H. Jern

- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and for employees compensated on a daily or hourly basis is any one of the dollar and cents amounts found within the salary range.
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges.
- E. "Substantially the same salary range" is a salary range with the maximum salary rate less than two (2) steps higher than or the same as the maximum salary rate of another salary range.
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.
- G. "Lower salary range" is a salary range with the maximum salary rate any amount less than the maximum salary rate of another salary range. Unless otherwise provided, the lowest salary range currently authorized for the class is used to make salary comparisons between classes except for deep classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movement between classes and salary ranges.

TA 11  
9/19/08  
2:30pm  
Abraham Jue

Todd Smith  
Marianne Haddad  
Aimee Lefebvre  
Margaret Wilson  
Karen McVall  
Brenda J. Mink  
Cathy Hunt  
TA SEP 19, 2008  
Theodor Aguilera  
Ria D  
Cindy Kauffman  
Jacqueline McCall  
Markie Curley  
Annet Sore McJannet



TA 2/13/09  
TA 9:07p

## Packaged Proposal #3

*The Union proposes no changes be made to the following section:*

A. When a permanent full-time employee receives no pay warrant on payday, the State agrees to issue a salary advance, consistent with departmental policy and under the following conditions:

1. When there are errors or delays in processing the payroll documents and the delay is through no fault of the employee, a salary advance will normally be issued within two (2) workdays after payday for an amount close to the actual net pay (gross salary less deductions) in accordance with departmental policy;
2. When a regular paycheck is late for reasons other than 1 above (e.g., AWOL, late dock), a salary advance of no less than fifty percent (50%) of the employee's actual net pay will normally be issued within five (5) workdays after payday. No more than four (4) salary advances per calendar year may be issued under these circumstances;
3. The difference between the employee's net pay and the salary advance shall not be paid until after receipt of the State Controller's warrant for the pay period.

B. It will be the responsibility of the employee to make sure voluntary deductions (e.g., credit union deductions, union dues, etc.) are paid.

*Justin Clayton*

P2 11.4 ET

- C. This provision does not apply to those employees who have direct deposit.
- D. Nothing in this provision shall prevent departments from continuing policies in excess of this provision.
- E. The State agrees to provide timely payment of wages after an employee's discharge, layoff, or resignation consistent with applicable department and SCO policies.
- F. Overpayments or any other payroll errors shall be administered in accordance with Government Code section 19838 except as otherwise provided in this section. By mutual agreement, the overpayment may be satisfied by the use of leave credits, excluding sick leave.
- G. For overtime checks, an advance for an amount close to the actual net pay shall be issued by the end of the pay period following the actual month for which the overtime is submitted if the overtime check is not available at the time.

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John Chapman



UNION PROPOSAL  
Bargaining Units: All  
June 20, 2008

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6:20 →

Article and Section No: 11.7

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**11.7 Merit Salary Adjustments (MSA)**

- A. Employees shall receive annual MSA in accordance with Government Code section 19832 and applicable DPA rules.
- B. The employee shall be informed in writing of denial ten (10) working days prior to the proposed effective date of the MSA.
- C. Denial of the MSA shall be subject to the grievance and arbitration procedure.

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~~Denial~~  
Soye Small Salt  
J Hawkhead BU 21  
L. Jones BU 10  
M. Jones BU 11  
R. Jones BU 11  
C. Jones BU 11  
B. Jones BU 11  
C. Jones BU 11  
C. Jones BU 11



## MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 11

The State proposes to roll over the following section:

### 11.8 Night Shift Differential

- A. Bargaining Unit employees who regularly work shifts shall receive a night shift differential as set forth below:
1. Employees shall qualify for the first night shift pay differential of \$.40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6 p.m. and 12 midnight.
  2. Employees shall qualify for the second night shift pay differential of \$.50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12 midnight and 6 a.m.
- B. A "regularly scheduled work shift" are those regularly assigned work hours established by the department director or designee.

1/25/09 2:38 AM  
SEIU T/P

Margaret Wilson  
Haven  
C. E. Sullivan

Brandy Johnson

Margaret Wilson  
Barbara  
C. E. Sullivan  
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C. E. Sullivan

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1/25/09  
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**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

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**Article and Section No: 11.9**

**Packaged Proposal**

*The Union proposes no changes be made to the following section:*

**11.9 Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by the DPA as eligible to receive bilingual pay according to the following standards:

**A. Definition of Bilingual Position for Bilingual Differential Pay:**

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. An employee may provide their supervisor with data supporting the use of their bilingual skills ten percent (10%) or more of the time. Management will evaluate this data in assigning bilingual designation to the position. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the DPA. (Time should be an average of the time spent on bilingual activities during a given fiscal year);
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:

a. A direct public contact position;

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Margaret Melton  
Karen Davis  
Tad Sullivan  
Gina Wilson  
Margaret Melton  
Brenda Smith  
Carmen Lopez  
Brandy Johnson

TA  
2:38pm  
1/25/09  
Debbie Dine

- b. A hospital or institutional setting dealing with patient, client, student, or inmate needs;
- c. A position utilized to perform interpretation, translation, or specialized bilingual activities for the department and its clients.

- 3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
- 4. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.
- 5. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

- 1. An employee meeting the bilingual differential pay criteria during the entire pay period would receive a maximum of one hundred dollars (\$100) per pay period including holidays.
- 2. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive the differential on a pro rata basis.
- 3. A fractional-month employee meeting the bilingual differential pay criteria would receive the differential on a pro rata basis.
- 4. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of fifty-eight cents (\$.58) per hour.

C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the DPA will receive the bilingual differential pay on a regular basis.

D. Bilingual differential payments will become earnings and subject to contributions to the CalPERS, OASDI (Social Security), levies, garnishments, Federal and State taxes.

E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the DPA may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).

F. Employees will be eligible to receive the bilingual differential payments on the date the DPA approves the departmental pay request. The effective date may be retroactive to the date of appointment to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date may be retroactive up to sixty (60) days when the incumbent's duties are changed to include the use of bilingual skills.

G. Bilingual salary payments will be included in the calculation of lump-sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.

H. WWG 2 employees will receive bilingual salary compensation for overtime hours worked.

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I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.

J. The bilingual differential pay should be included in the rate used to calculate temporary disability, Industrial Disability, and State Disability leave benefits.

K. Employees who do not receive a bilingual differential shall not be required to use bilingual skills.

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Webbie June



UNION PROPOSAL  
Bargaining Units: All  
June 17, 2008

Article and Section No: 11.10

Proposal No.: 1

The Union proposes that no changes be made to the following section:

*This section is being added as new language*  
11.10 Sustained Superior Accomplishment Awards *+0B017*

Sustained Superior Accomplishment Awards shall not be considered  
"compensation" for purposes of retirement.

*Ta*  
*6/17/08*  
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*3:32pm*  
*J Sanders*

*TA*  
*6/17/08*  
*~~1530~~ 1532*

*John Charles U-15*  
*Connie Kelley BU 11*  
*Jim Stiff BU 3*  
*Paul Gonzalez-Coke*  
*unit 1*  
*W. L. Turner BU 14*  
*N. L. Yerla BU 17*  
*L. R. Joya Brown BU 20*  
*Robert Kersch BU 4*  
*T. Lawhead U 21*



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 17, 2008**

**Article and Section No: 11.11**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**11.11 Union/Management Committee on State Payroll System**

The parties agree to establish a Union/Management Committee to advise the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the DPA shall designate a chairperson of the committee. The Union may have one representative from each ~~from~~ bargaining unit who shall serve without loss of compensation.

*Tad  
Gander  
6/20/08  
10:42am*

*Margaret McDaniel  
Cynthia Kellum BU 11  
John Charles Burs  
Robert Kern BU 4  
Nancy L Lyerla BU 17  
Jerry Lawhead 421  
Rita J. Brown  
Jim Hoff BU 3  
Laverne (Dickie) Burell*

## Management Proposal

**Bargaining Unit: 1**

Date: \_\_\_\_\_

**Exclusive Representative: SEIU, Local 1000**

**Subject: Article 11.12**

## ARTICLE 11.12

## 11.12 Deferred Compensation Plans

A. ~~Employees are to be included~~ eligible to participate in the State of California, Department of Personnel Administration's, 401(k) and 457 plans offered through the Savings Plus Program (SPP) Deferred Compensation Programs.

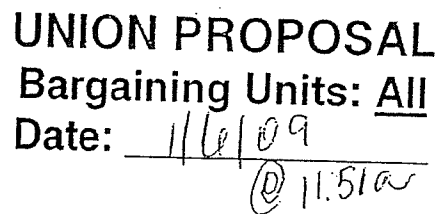
B. ~~Eligible employees~~ Employees who are eligible under IRS Internal Revenue Code section 403(b) are ~~will be~~ eligible to participate in the 403(b) Plan as administered by the Office of the State Controller.

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Lynne Lash.  
Gwendolyn D  
Phyllis Ash.  
Aunna Lebbin  
Bonnie Agnew  
Margaret Wilson  
Jade S  
Brenda Johnson  
Barbara M  
Margaret Melvin

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TA 9:07p

# Package Proposal

E. Implementation, continuation and administration of this section is expressly subject to and contingent upon compliance with the SPP's

John C. Cuyler

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Margaret Mitchell BU 81  
Jury Lawhead BU 71  
N.Y. #4 BU 17  
Helen #4 BU 10  
Lohy #3  
Wm Linn unit 14

John Cho



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**June 23, 2008**

**Article and Section No: 11.17**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**11.17 Recruitment and Retention Differentials**

- A. Upon approval by the DPA, a department may provide a monthly recruitment and retention differential to employees.
- B. This differential may be authorized for specific classifications in specific geographic locations or facilities.
- C. A department will provide the Union with notice when a request to provide a monthly recruitment and retention differential is made to the DPA.
- D. Less than full-time permanent employees and PI employees may receive a recruitment and retention differential on a pro rata basis.
- E. The amount and location of such differentials is neither grievable nor arbitrable.

*Handwritten notes and signatures:*

*TA'd Deborah June 12:08 PM 06/23/08 P/O*

*SEIU T/A 6/23/08 12:08 PM*

*Margaret Maldonado*

*Paul Gonzalez - Coke*

*Paul Archuleta*

*Margaret Wilson*

*J.S. McDermott*

*Rebecca Leffler*

*Ralph Hawthorne*

*Brandy Johnson*



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 11.20**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**11.20 Recruitment and Retention - Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons**

A. Employees who are employed at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of two thousand four hundred dollars (\$2,400), payable thirty (30) days following the completion of every twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons, there will be no pro rata payment for those months at either facility.

C. If the department mandatorily transfers an employee, he/she shall be eligible for a pro rata share for those months served.

D. If an employee promotes to a different facility or department other than Avenal, Ironwood, Calipatria, Chuckawalla Valley or Centinela State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment

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- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

G. Employees on IDL shall continue to receive this stipend.

H. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at qualifying institution and then takes six (6) months' maternity leave the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of two thousand four hundred dollars (\$2,400).

It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or to withdraw authorization for such payments, and the amount of such payments rests solely with the State and that decision is not grievable or arbitrable.

rests solely with the State and that decision is not grievable or  
arbitrable. *WFO Jacqueline McCollum Todd*

arbitrable



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**July 28, 2008**

4:49pm  
07/28/08  
Union

**Article and Section No: 11.21.1**

**Proposal No.: 2**

*The Union proposes to delete the following section:*

**~~11.21.1 Accounting Recruitment and Retention Differential - CDCR~~**

A. ~~Upon approval by DPA, the CDCR may provide recruitment and retention differentials to Unit 1 employees as follows:~~

- ~~1. Either up to two hundred dollars (\$200) per month (monthly differential), or~~
- ~~2. Up to two thousand four hundred dollars (\$2,400) per year (annual payment).~~

~~These differentials may be authorized for specific Unit 1 classifications in specific geographic locations or facilities based on the needs of the State.~~

B. ~~When the annual payment is authorized, employees must complete twelve (12) consecutive qualifying pay periods in order to receive the annual payment. No payment, nor pro rata share of the payment, shall be given if the employee separates or is discharged from State service, is rejected on probation, or voluntarily transfers to another location where the differential is not authorized. Time spent on SDI does not count as a qualifying pay period. If an employee who is receiving a monthly differential transfers to a location where the differential is not authorized, the differential shall be discontinued.~~

C. ~~Part time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total~~

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~~number of hours worked, excluding overtime, during the twelve (12) consecutive qualifying pay periods. Part-time and intermittent employees shall receive a pro rata share of the monthly differential based on a total number of hours worked within the monthly pay period.~~

~~D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.~~

~~E. It is understood by the Union that the decision to implement or not implement annual recruitment and retention payments or monthly differentials or to withdraw authorization for such payments or differentials, and the amount of such payments or differentials, rests solely with the State and that such decision is not grievable or arbitrable.~~

~~F. Classifications which are eligible for this differential include:~~

CODE CLASS

~~4177 Accountant I (Specialist)~~

~~4179 Accountant Trainee~~

~~4546 Accountant Officer (Specialist)~~

~~It is understood by the parties that this provision is designed to address recruitment and retention problems that exist in specific classifications at individual facilities, and that the decision to implement such a differential rests solely with the State.~~

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jane soss mcdonald

Quinn  
Cathy Hackett  
Karen Alkell  
Mandy Johnson  
Margaret Wilson  
Paul Fudak  
Marilyn Curley  
Cindy Kaus  
Ams



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

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**Article and Section No: 11.22.1**

**Packaged Proposal**

*The Union proposes no changes be made to the following section:*

**11.22.1 Institutional Worker Supervision Pay Differential (Unit 1)**

A. Unit 1 employees who have regular and direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who take the place of civil service employees for a total of one hundred seventy-three (173) hours a pay period shall, subject to the approval of the DPA, receive a pay differential of three hundred twenty-five dollars (\$325) per qualifying pay period. This differential shall be called Institutional Worker Supervision Pay (IWSP).

B. The pay differential shall not be subject to CalPERS deductions for either the employee or the State.

C. The pay differential shall be pro-rated for less than full-time employees.

D. The pay differential shall only be included in overtime calculations for FLSA eligible classes, and shall not be included to calculate SDI or lump sum vacation, sick and excess hours due to fluctuating work schedules.

E. Upon promotion to a higher classification in State Service an employee receiving compensation under this pay differential shall

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move from their combined salary rate (base salary plus IWSP) to compute the appointment rate.

F. To implement the change from AR40 to the IWSP differential, a red circle rate will be authorized where the employee's IWSP differential is greater than the employee's base salary plus IWSP. The red circle rate will equal the difference between the two described pay levels. The red circle rate concept shall continue until such time as the employee's adjusted base salary plus the IWSP equals or exceeds the employee's salary with AR40.

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**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

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**Article and Section No: 11.24.1**

**Package Proposal**

***The Union proposes the following changes be made to the following section:***

**11.24.1 Bay Area Recruitment and Retention Pay Differential (Unit 1)**

Upon appointment to a position in one of the following classifications in an eligible county, employees shall receive a five percent (5%) pay differential. If an employee transfers out of an eligible location or classification the differential shall be rescinded.

The State may extend these provisions to employees already in these classifications in eligible counties, and if an incumbent transfers out of an eligible location or classification the differential shall be rescinded.

**Eligible Counties:**

Alameda  
Contra Costa  
San Francisco  
San Mateo  
Santa Clara

**Eligible Classifications:**

1579 Associate Programmer Analyst (Specialist)  
1470 Associate Information Systems Analyst (Specialist)  
1585 Associate Systems Software Specialist (Technical)  
1581 Staff Programmer Analyst (Specialist)  
1512 Staff Information Systems Analyst (Specialist)  
1587 Systems Software Specialist I (Technical)  
1583 Senior Programmer Analyst (Specialist)

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## Proposal No.: 3

### 11.25.1 Personnel and Payroll Specialist: Recruitment & Retention Differential (Unit 1)

~~A. If an employee terminates, transfers or is discharged, prior to completing the twelve (12) consecutive pay periods, there will be no prorated payment for those months.~~

B. If an employee promotes out of the Personnel and Payroll Specialist classification series they will be eligible for a pro rata share for those 2 months.

C. Part-time and intermittent employees shall receive a prop rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.

D. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.

E. For the purpose of this section, movement to Staff Services Analyst will be considered a promotion.

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Margaret Melton  
Brenda Moke  
Cathy Huch  
John P. Schenck  
Jacqueline McCallum

Jim  
Margaret Wilson  
Marie Harker  
Candace  
Gene Aguirre  
Paul M. Bush  
Todd E.  
Lawrence Seppin  
Paul



The work must be extraordinarily demanding and time consuming, and of a nature that it significantly exceeds the normal workweek and work productivity expectations of the employee's work assignment. <sup>IP</sup> Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal workweek to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal workweek, there is a demand for and achievement of greater productivity or result.

~~C. 8.~~ Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

~~D. 8.~~ Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than twelve (12) to fourteen (14) days in duration would not normally satisfy this requirement because time off can be arranged as compensation for this demand.

~~E. 8.~~ No Other Compensation

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The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work. <sup>IP</sup> DPA decisions to deny arduous pay shall not be subject to the grievance or arbitration provisions of this Contract.

- ~~8.~~ The differentials shall be ~~three hundred dollars (\$300)~~ per workweek, up to ~~one thousand two hundred dollars (\$1200)~~ total per pay period. Any workweek that overlaps months should be counted in the month that the workweek ends. An employee may be paid: ~~three hundred dollars (\$300)~~, ~~six hundred dollars (\$600)~~, ~~nine hundred dollars (\$900)~~ or ~~one thousand two hundred (\$1200)~~ per pay period.

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9:12pm Julie  
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R/O

T/A 6/25/08  
Sara  
9:12pm  
Margaret Malden  
Brendy Johns  
Jana  
Paul Pocket  
Margaret Malden  
Paul Pocket



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

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Debbie Jue

**Article and Section No: 11.27.1**

**Packaged Proposal**

***The Union proposes no changes be made to the following section:***

**11.27.1 California State Lottery (CSL) Sales Incentive Bonus (Unit 1)**

The CSL reserves the right to manage the variety and quantity of Scratcher products offered for sale in order to stay within its budgetary and legal mandates.

Additionally, the CSL reserves the right to evaluate the efficiency and effectiveness of new gaming methods, techniques, equipment and software, as well as new gaming products and sales aids, through tests or pilot programs. The time duration for the tests and/or pilot programs may vary. Pilots/tests shall be implemented at the beginning of a quarter unless a budgetary or legal reason exists in which case the pilot/test may be implemented mid-quarter. The CSL will meet and discuss the impact of a test prior to implementation, upon Union request.

Employees appointed to the CSL classifications of District Sales Representative (DSR) and Key Accounts Specialist (KAS) are eligible to receive a sales bonus based on achievement of sales in the following three (3) product lines: Scratcher products; On-Line products; and a Target Game which shall be designated by the Director or designee.

The following provisions shall govern the program:

- A. Prior to the beginning of each new quarter, the CSL Director or designee shall announce a statewide sales goal for each of the three (3) product lines identified above. Individual achievement of quarterly

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sales goals for each territory or account list is measured against the established quarterly CSL statewide sales goal for each of the three (3) product lines. The sales bonus for eligible employees is based on sales achievement in each of the three (3) product lines. Scratcher product sales are defined as only those ticket packs that have been financially settled by retailers.

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- B. The CSL Sales Division shall issue a quarterly report showing the percentage contribution (market share) of the employee's sales area to actual statewide sales. The "market share" of each sales area is the percentage contribution of the territory or account list to actual statewide sales during quarter ending one quarter prior to the goal quarter, also identified as the "quarter before last".

Example: The goal for quarter 1 of FY 1999/00 is based on the market share from quarter 3 of FY 1998/99.

- C. Each product line is allocated a percentage of the total award dollar with each level as follows: Scratchers product seventy percent (70%); Target Game product twenty percent (20%); and On-Line product ten percent (10%). Upon completion of each quarter and a qualifying period, if a territory or account list achieves at least a Level 1 sales goal in any product line, the employee receives the appropriate percentage of the total award attributable to that product for the level achieved. With a qualifying period, the employee is eligible to attain an award for each of the three product lines.

- D. "Target Game" is that game identified and designated by the Director (CSL) or designee to receive special promotional emphasis. Target Game sales shall be excluded from the goal and achievement of other product lines. If a Target Game is not designated, the Director

or designee shall redirect the Target Game percentage to the other remaining product lines.

E. If the CSL deems it necessary to adjust one or more of the bonus level percentages; it shall notify the Union and meet and confer, upon request, concerning the impact of the proposed adjustment.

F. Bonus levels and corresponding dollar awards attributable to each level are listed below:

<u>Bonus Level</u> <u>% of Sales Goal Achieved</u>	<u>Level 1</u> <u>102%</u>	<u>Level 2</u> <u>105%</u>	<u>Level 3</u> <u>108%</u>	<u>Level 4</u> <u>112%</u>
District Sales Representative (DSR)				
(DSR) Maximum Bonus Award	\$1,100	\$1,600	\$2,100	\$3,200
(70%) Scratcher Product	\$770	\$1,120	\$1,470	\$2,240
(20%) Target Game	\$220	\$320	\$420	\$640
(10%) On-Line Product	\$110	\$160	\$210	\$320
Key Account Specialist (KAS)				
Maximum Bonus Award	\$1,600	\$2,100	\$2,850	\$3,950
(70%) Scratcher Product	\$1,120	\$1,470	\$1,995	\$2,765
(20%) Target Game	\$320	\$420	\$570	\$790
(10%) On-Line Product	\$160	\$210	\$285	\$395

G. Each eligible employee described in subsections G(2) through G(8) shall be required to work a qualifying period to be eligible for bonus.

1. A qualifying period is defined as actually working in a territory or actually working an assigned account list a minimum of sixty-five percent (65%) of actual available work days in a thirteen (13) week quarter excluding holidays and weekends.

Formula: Thirteen (13) weeks (91 days) less weekends (26 days) times eight (8) hours a day less holiday hours times sixty-five percent (65%) equals a qualifying period.

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Example: A qualifying period in a quarter with no holidays equals sixty-five (65) days; a qualifying period in a quarter with one holiday equals sixty-four (64) days.

2. A full-time employee who works a qualifying period and who works in an assigned territory or an assigned account list during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.
3. An intermittent employee who works a qualifying period and who works in a single territory during the quarter is eligible for the appropriate level bonus achieved by that territory/account list during that quarter.
4. An intermittent employee who works a qualifying period and who works in more than one territory in a single district during the quarter is eligible for the appropriate level bonus achieved by that district during that quarter.
5. An intermittent employee who works a qualifying period and who works in more than one territory and in more than one district in either the North or South region during the quarter is eligible for the appropriate level bonus achieved by that region during that quarter.
6. An intermittent employee who works a qualifying period and who works in more than one territory in both the North and South regions during the quarter is eligible for the appropriate level bonus achieved by the State during that quarter.
7. A permanent part-time employee who works a qualifying period and achieves a sales bonus level in a product line during the quarter is eligible to receive a percentage of the bonus dollar amount for that level consistent with the time base. The

qualifying period as defined in subsection H(1) is prorated to the time base.

8. An employee appointed to a limited-term or retired annuitant position of DSR or KAS shall be eligible to participate in this program consistent with the criteria established for full-time or intermittent employees.

H. Bonus payments shall be made within sixty (60) days after the quarter ends.

I. Bonus awards paid pursuant to this section are excluded from compensation for retirement purposes.

J. Bonus awards paid pursuant to this section are considered compensation for taxation purposes.

K. This section shall be grievable only to Step 2 of the grievance procedure (Director, CSL).

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Margaret Mulder  
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T. J. Decker

Brandon Johnson

Gina  
Margaret Mulder  
Brandon Johnson  
Haley  
M. J. Decker  
T. J. Decker  
Cory Hertz  
Dawn

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**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

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**Article and Section No: 11.28.1**

**Packaged Proposal**

*The Union proposes no changes be made to the following section:*

**11.28.1 California State Lottery (CSL) Business Building Incentive (BBI) Program (Unit 1)**

This provision is effective following ratification by both parties.

A. The objective of the BBI program shall be to add new and viable lottery retailer locations. A new retailer location is one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.

B. The Lottery Director or designee shall identify a "product game" that shall be the focus of the BBI. The Lottery Director or designee shall also determine the specific criteria for the product game.

C. The classifications of District Sales Representative (DSR) and Key Account Specialist (KAS) shall be eligible for the incentive award.

D. For each new qualifying retailer location, the employee shall receive an incentive award of two-hundred fifty dollars (\$250).

E. The CSL will provide weekly BBI product sales advisory information on a bi-weekly basis to allow tracking of retailer activation and sales activity. An official BBI product sales report will be issued by the CSL following the end of each retailer's qualifying period.

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F. The employee shall submit a claim for the recruitment incentive award within thirty (30) days following the issue date of the sales report referenced in subsection E. Awards shall be paid, upon verification by the CSL, no later than sixty (60) calendar days after the completed claim is submitted by the employee.

G. Program criteria: In addition to specific criteria for the BBI product game determined by the CSL Director or designee the following program criteria shall be met:

1. A new retailer shall be one that has never sold Lottery products or has contracted to sell "Scratcher-Only" products.
2. A qualifying retailer shall be located within the employee's regularly assigned territory or on the employee's regularly assigned account list at the date of activation.
3. In the event that more than one employee, DSR/KAS, has direct participation in the recruitment of a qualifying retailer, the incentive award shall be divided equally between the recruiters. Direct participation shall be substantiated by the Lottery Sales Manager or Key Accounts Chief, as appropriate. The Key Accounts Chief shall determine, if necessary, the beginning and ending periods for targeted account recruiting.
4. If the retailer location is re-assigned during a qualifying period from one DSR's regularly assigned territory to another DSR's regularly assigned territory or from one KAS's regularly assigned account list to another KAS's regularly assigned account list, or if the employee does not have a regularly assigned territory/account list, the award will be made in favor of the recruiting employee (DSR/KAS).

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5. Upon written request from an employee, an exception to specific product game criteria may be granted by the CSL Director or designee prior to retailer activation.

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H. Terminal Malfunction: Upon notification from the employee and verification by management that the on-line terminal of the qualifying retailer became inactive due to technical malfunction of the phone line or "the G-Tech" line after the initial activation date and during the qualifying period, said qualifying period will be extended by the number of inactive days. Extensions shall be approved by the CSL Director or designee.

I. Game Termination: A BBI product game may be modified or discontinued by the CSL Director or designee due to technical, financial, or legal reasons. If the BBI product game is discontinued, the CSL is not obligated to provide a replacement game. If a retail location meets the criteria established for the game prior to its discontinuance, the recruiting employee shall have qualified for the incentive award. If an employee recruits a new retailer and the CSL subsequently discontinues the BBI product game due to financial, technical, or legal reasons before the new retailer has on-line Status Code 1 or 2, and the CSL introduces a replacement target game within one hundred twenty (120) days after the discontinued game, the tracking period shall begin with the effective date of the replacement game. The Union shall be given notice and an opportunity, upon request, to meet and discuss the impact of this action.

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M. The provisions of this agreement shall be grievable only through the department level of the grievance procedure (Director, CSL).

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# MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: 8/26/08

Exclusive Representative: SEIU

11:28pm

Subject: Article 11

The State proposes to delete the following section:

## ~~11.29 California Housing Loan Insurance Fund (CHLIF) Mortgage Insurance Profit Bonus~~

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~~Eligible employees in these assignments will be entitled to a bonus not to exceed ten percent (10%) of their base salary based on the performance of the loans insured by California Housing Loan Insurance Fund (CHLIF) in the employee's assigned territory annually. The bonus will be based on maintaining a delinquency rate of less than one percent.~~

~~The delinquency rate is derived by dividing the number of CHLIF insured loans in the eligible employee's assignment that are delinquent for a period of ninety (90) days or more by the total number of CHLIF insured loans in the employee's assigned territory.~~

~~If the delinquency rate for the year is not more than one-half (0.5%) percent, the eligible employee will be entitled to the maximum bonus of ten percent (10%) of base salary. If the delinquency rate is more than 0.5 percent but less than one percent (1%), the employee will be entitled to a proportional bonus based on the difference between one percent (1%) and the actual delinquency rate, as a percentage of five percent (5%). For example, if the delinquency rate at the end of the year is point sixty-two percent (0.62%), the bonus percentage would be seventy-six percent (76%) of the maximum bonus payable, or seven point six percent (7.6%) of base salary. It may be simpler to express this decimally, e.g., delinquency rate of 0.0062 subtracted from 0.01 equals 0.0038 divided by 0.05 equals 0.076 to be applied to the base salary.~~

*SEIU 1000  
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~~The following chart is illustrative of the delinquency and claims bonus structure based on five (5) even delinquency rates. In actuality, the bonuses will be based on the delinquency rate calculated to the nearest hundredth of one percent (0.0001), which translates to two-tenths of one percent (0.002) of annual salary per the formula.~~

DELINQUENCY	BONUS
0.50%	10% of base salary
0.60%	8% of base salary
0.70%	6% of base salary
0.80%	4% of base salary
0.90%	2% of base salary
1.00%	0% of base salary

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~~Criteria and Calculations for Customer Services, Product Development, Technical Services, and Underwriting Manager:~~

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Employees performing these functions will be eligible to receive a bonus not to exceed ten percent (10%) of their base salary based on the return on equity percentage which exceeds nine percent (9%), as a percentage of five percent (5%). The return on equity is based on the GAAP profit on the average fund equity for the twelve (12) calendar months. For example, if the return on equity at the end of the year is eleven percent (11%), the bonus would be forty percent (40%) of the maximum bonus payable, or four percent (4%) of salary (i.e., 11% minus 9% = 2%; 2% divided by 5% = 40% of the maximum bonus, or 0.04 of salary).

The following chart is illustrative of the bonus structure for these employees. In actuality, the bonuses will be calculated to the nearest tenth of one percent (0.001) of salary.

PROFIT %	BONUS %
14.00%	10% of base salary
13.00%	8% of base salary
12.00%	6% of base salary
11.00%	4% of base salary
10.00%	2% of base salary
9.00%	0% of base salary

Bonuses for eligible employees in all categories will be based on the twelve (12) months from January through December and will be paid once per year as soon after December 31 as practicable. Bonuses will be prorated for employees not working a full year in an eligible assignment.

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 Ken Agnew  
 John Doe  
 Bob Green

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 Jacqueline McCollum  
 Markie Curley  
 Marie Harris

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 Aimee Leppin  
 Margaret Wilson

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 Cindy Kaufman  
 Karen DeWalt  
 Todd Snell  
 Brenda May  
 Janet Goss  
 Aimee Leppin  
 Callie Hart  
 Maryanne

TA'd  
 9/19/08  
 Deborah Jure



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 11.30.1**

**Proposal No.: 2**

*The Union proposes the following changes be made to the following section:*

**11.30.1 Professional Certification Pay (Unit 1)**

A. Subject to the criteria listed in section B, a department may recommend to the DPA that a permanent full-time employee who passes the written portion of the Certified Public Accountant (CPA) Examination or the Certified Internal Auditor (CIA) Examination receive a bonus.

B. Bonus Criteria

1. The bonus shall consist of three thousand six hundred dollars (\$3,600) regardless of the number of certifications received and shall be paid in three (3) equal installments of one thousand two hundred dollars (\$1,200) at intervals of twelve (12) qualifying pay periods. The first installment shall be paid in twelve (12) qualifying pay periods after the employee's request and the employer's verification.
2. In order to be eligible for the bonus, the employee's classification must include internal auditing or fiscal examination as a major duty and for which the minimum qualification requires professional accounting or auditing experience or successful completion of prescribed professional accounting courses given by an accredited

college or university, including courses in elementary and advanced accounting, auditing, and cost accounting.

3. The employee must have passed the examination after November 30, 1986. No employee who has requested and received the previous form of professional competency pay shall be eligible for this bonus.

C. B. An employee who transfers to another State department and otherwise continues to qualify for the bonus must request the new department to continue the bonus on schedule. The new department may or may not agree to recommend the continuation of the bonus to DPA. In any case the bonus shall not exceed three thousand six hundred dollars (\$3,600).

D. C. A Professional Competency Bonus shall not be considered "compensation" for the purpose of retirement.

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Paul Roddy  
Paul Roddy  
Maurice  
Janet Sans Mendenhall  
Cathy Hackett  
Gina  
John Hoffman  
Jacqueline McCallum  
Tadd  
Brenda  
Karen O'Neill  
Marlene Curley  
Quenneville  
Paul  
Marilyn

# Management Proposal

Bargaining Unit: 1

Exclusive Representative: SEIU

Date:

Subject: Investment Officer III, Incentive Award Program

## ARTICLE 11.XX

California Public Employees Retirement System (CalPERS) and the State Teachers Retirement System (CalSTRS) agree to continue the Investment Officer III, Incentive Award Program, in accordance with departmental policy and criteria, for Investment Officer III's employed at the California Public Employees Retirement System (CalPERS) and the State Teachers Retirement System (CalSTRS).

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**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 11.XXXXXX.1      Packaged Proposal**

***The Union proposes the following new section be added to Article 11:***

**11.XXXXXX.1 Chartered Financial Analyst Pay Differential**

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**A. Upon recommendation of California Public Employees Retirement System (CalPERS) or California State Teachers Retirement System (CalSTRS) management and with the approval of the DPA, the State shall provide a pay differential according to departmental policy and criteria to full-time employees in the classifications of Investment Officer I, Investment Officer II, or Investment Officer III, and who achieve certification as a Chartered Financial Analyst.**

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**B. The pay differential shall be equivalent to five percent (5%) of the employee's monthly salary rate and will be provided for the period the employee holds a permanent appointment in the Investment Officer I, Investment Officer II, or Investment Officer III classifications, with the CalPERS or CalSTRS.**

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**C. Pursuant to article 13, Education and Training, upon recommendation of CalPERS or CalSTRS management and consistent with departmental policy, an eligible employee, in the Investment Officer I, II, or III classification, may be provided reimbursement for related expenses while a participant in the Chartered Financial Analyst educational, testing, and certification process.**

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~~UNION~~ PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

Article and Section No: 12.1

TA 2/13/9 9:07 PM

*The Union proposes the following changes be made to the following section:*

**12.1 Business and Travel Expense**

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The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing DPA rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

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A. Meals/Incidentals: Meal expenses for breakfast, lunch, and dinner will, be reimbursed in the amount of actual expenses up to the maximums. The term "incidentals" includes, but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for services, such as for porters and baggage carriers. It does not

include taxicab fares, lodging taxes or the cost of telegrams or telephone calls.

1. Rates - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

- a. Statewide:

Breakfast up to ~~six dollars (\$6)~~ eight dollars (\$8)

Lunch up to ~~ten dollars (\$10)~~ fifteen dollars (\$15)

Dinner up to ~~eighteen dollars (\$18)~~ twenty five dollars (\$25)

Incidentals up to ~~six dollars (\$6)~~ seven dollars (\$7) (Every full twenty-four [24] hours of travel)

Total up to ~~forty dollars (\$40)~~ fifty five dollars (\$55)

2. Time Frames - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

- a. On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. - Breakfast may be claimed

Trip begins at or before 11 a.m. - Lunch may be claimed

Trip begins at or before 5 p.m. - Dinner may be claimed

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- b. On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m. - Breakfast may be claimed

Trip ends at or after 2 p.m. - Lunch may be claimed

Trip ends at or after 7 p.m. - Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24) hour period.

- c. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 a.m. and ends at or after 9 a.m. - Breakfast may be claimed.

Travel begins at or before 4 p.m. and ends at or after 7 p.m. - Dinner may be claimed.

If the trip extends overnight, receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

B. Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and

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Breakfast Unit 11  
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[Signature] Unit 7 a.m.

[Signature]

breakfast inn, or public campground that caters to the general public.  
No lodging will be reimbursed without a valid receipt.

### 1. Regular State Business Travel

Statewide, in all locations not listed in C below, for receipted lodging while on travel status to conduct State business:

With a lodging receipt: Actual lodging up to eighty-four dollars (\$84) plus applicable taxes.

B. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of one hundred forty dollars (\$140) plus applicable taxes. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.

### 2. State Sponsored Conferences or Conventions

For receipted lodging while attending State sponsored conferences and conventions, when the lodging is contracted by the State sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment: Actual lodging up to one hundred ten dollars (\$110) plus applicable taxes.

### 3. Non-State Sponsored Conferences or Conventions

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Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires prior advance written approval from the DPA. The DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within fifty (50) miles of his/her home or headquarters.

Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:
  - The employee continues to maintain a permanent residence at the primary headquarters, and
  - The permanent residence is occupied by the employee's dependents, or

- The permanent residence is maintained at a net expense to the employee exceeding two hundred dollars (\$200) per month.

The employee on full long-term travel who is living at the long-term location may claim either:

- Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of one thousand one hundred thirty dollars (\$1,130) per calendar month while on the long-term assignment, and actual expenses up to ten dollars (\$10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to five dollars (\$5) for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or

- Long-term subsistence rates of twenty-four dollars (\$24) for actual meals and incidentals and twenty-four dollars (\$24) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars (\$24) for actual meals or twenty-four dollars (\$24) for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to twelve dollars (\$12) for actual meals and incidentals and twelve dollars (\$12) for

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received lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location; either twelve dollars (\$12) for actual meals or twelve dollars (\$12) for receipted lodging for travel less than twelve (12) hours at the long-term location.

3. Employees, with supervisor's approval, after completing the work shift remain at the job or long term assignment (LTA) location past the Friday twelve (12)-hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change DPA policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies. The following clarifies DPA policy regarding an employee leaving the LTA location on personal business:

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

- D. Out-of-State Travel: For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-

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E. Out-of-Country Travel: For short-term out-of-country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column (B) of the Maximum Travel per Diem Allowances for Foreign Areas, section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, appendix B. Long-term out-of-country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the DPA. Subsistence shall be paid in accordance with procedures prescribed by the DPA. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.

## 1. Mileage Reimbursement

- a. Effective July 1, 2006, when an employee is authorized by his/her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR).



b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. Specialized Vehicles – Effective July 1, 2006, employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim the FSMR, with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.

3. Private Aircraft Mileage – When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of fifty cents (\$.50) cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

4. Mileage to/from a Common Carrier – When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence; the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less." If the employee begins travel

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one hour or more before he normally leaves his home, or on a regularly scheduled day off, mileage may be computed from his/her residence.

5. State employees may be reimbursed for up to two (2) checked bags as a business expense.

G. Receipts: Receipts or vouchers shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10) or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, fax tax, or other business charges related to State business of five dollars (\$5) or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

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H. Within thirty (30) days from the date of ratification of this contract,  
the State and the Union agree to establish a committee with an equal  
number of representatives to discuss business and travel expenses  
and make recommendations by June 1, 2009 for implementation by  
July 1, 2009.

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**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 12.2**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.2 Moving and Relocation Expenses**

Whenever an employee is reasonably required by the State to change his/her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal, and incidental rates and time frames established in section 12.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

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**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

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**Article and Section No: 12.4**

**Packaged Proposal #4**

*The Union proposes no changes be made to the following section:*

**12.4 Commute Program**

A. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of sixty-five dollars (\$65) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of sixty-five dollars (\$65) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Employees riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of sixty-five dollars (\$65) per month. In lieu of the vanpool rider reimbursement, the State shall provide one hundred dollars (\$100) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of seven (7) or more people who commute

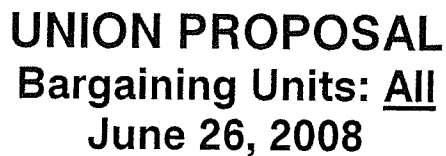
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together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

- C. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum of sixty-five dollars (\$65)-per month or in the case of the primary vanpool driver, the one hundred dollars (\$100) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

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**Proposal No.: 1**

## 12.5 Transportation Incentives

A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.

B. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changed policies.

C. The State shall entertain recommendations from the Union and meet, if requested on ways to encourage the use of alternative forms of transportation.

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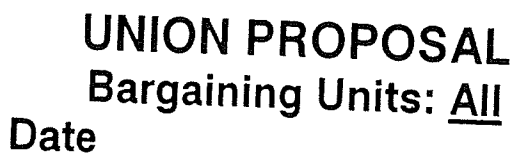
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***The Union proposes the following changes be made:***

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### A. Housing

Annually for the duration of this Contract, current rental rates for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying rent, the State may raise such rates up to twenty-five percent (25%) each year.
2. During the term of this Contract, where no rent is being charged, the State may raise rents up to seventy-five dollars (\$75) per month, or when an employee vacates State owned housing, including trailers and/or trailer pads, the State may raise rents for such housing up to the fair market value.
3. Employee rental of State owned housing shall not ordinarily be a condition of employment. In any instance after July 1, 1989 and annually thereafter, where rental of State housing is made a condition of employment, the State may charge the employee ten percent (10%) less than the regular rate of rent.

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4. Employees renting State owned housing occupy them at the discretion of the State employer. If the State decides to vacate a State owned housing unit currently occupied by a State employee, it shall give the employee a minimum of thirty (30) days advance notice.

#### B. Utilities

Annually current utility charges for all types of State owned employee housing, including trailers and/or trailer pads, may be increased by the State as follows:

1. Where employees are currently paying utility rates to the State, the State may raise such rates up to eight percent (8%) each year.
2. Where no utilities are being charged, the State may impose such charges consistent with its costs.
3. Where utilities are individually metered to State owned housing units, the employee shall assume all responsibility for payment of such utility rates, and any increases imposed by the utility company.

4. Notwithstanding any of the above, the Department of Fish and Game (DFG) will meet and confer with Union representatives prior to the implementation of rental increases. The department will meet and confer over any amount of necessary increases, the implementation dates, and the necessity for the increase.

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This subsection is not subject to the provisions of article 6 of this Contract.

This subsection is not subject to the provisions of article 6 of this Contract.

## E. Possessory Interest Taxes – DFG (Unit 11)

## 1. Reimbursement for Possessory Interest Taxes

The DFG will directly pay the possessory interest taxes for reimburse Unit 11 employees who occupy department-owned housing for their payment of possessory interest taxes, where assessed. The employee shall follow department procedures and submit any possessory interest tax bills to the department as soon as they are received by the employee. ~~Employees shall follow department procedures for filing claims for reimbursement. The department will not be responsible for any late charges or assessments incurred by the employees due to delinquent payment of the possessory interest taxes.~~

taxation and other withholdings when an employee completes required forms and submits them to the DFG by the date management specifies. The DFG shall not be responsible for erroneous reporting of reimbursements as income if the employee fails to utilize the required form and/or procedures developed by the department for this purpose.

~~(c) Employees who had possessory interest reimbursements reported as income during calendar year 2000 shall upon request be reimbursed for the amount they lost because the working condition fringe benefit exception was not applied. Employee requests for reimbursement shall be made on a form provided by the DFG. Employee requests must be submitted to the DFG no later than June 30, 2002.~~

~~(c) (d) The decision about which employees qualify for the working condition fringe benefit exception shall not be subject to the grievance and arbitration provisions of this Contract.~~

#### F. Possessory Interest Taxes

~~The parties agree to seek a determination from the IRS about whether State reimbursement of employee paid possessory interest taxes constitutes a taxable reimbursement for employees who live in State owned housing as a condition of employment. The parties shall abide by this determination.~~

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# UNION PROPOSAL

## Bargaining Unit: Unit 1

Date: 8-14-08 5:06 pm

Article and Section No: 12.8

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

### 12.8 Overtime Meal Benefits and Allowances - CDCR

A. Overtime meal allowances will be granted when an employee is required to work at least two (2) hours contiguous to his/her regular work shift of at least eight (8) hours. An employee who works an alternate work schedule with a shift in excess of eight (8) hours shall only be eligible for an overtime meal allowance when required to work two (2) hours contiguous to such a work shift. If the employee is required to work for more extended periods of time, he/she may be allowed an additional meal allowance for each additional six (6) hour period of assigned work. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. If the cafeteria is closed then reimbursements shall be made pursuant to D(2) below.

B. Employees who meet the above criteria shall be provided an overtime meal ticket (local form) on the day it is earned. The date and time of issue will be recorded on the ticket.

C. Employees who are on travel status, and are being reimbursed under the business and travel portion of this Contract, will not receive a meal at State expense nor be reimbursed for an overtime meal under the provisions of this section.

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D. The value of the meal ticket at the institution snack bar or employee dining room shall be established by management. The value will be sufficient to purchase a complete hot meal. If used to purchase a meal, the meal will constitute full and complete reimbursement. The employee may use the meal ticket as provided in 1 and 2 below:

1. If the employee chooses to use the assigned meal ticket at the employees' snack bar or dining room, the employee must use it within a ninety (90) day period of the time recorded on the meal ticket. If used to purchase a meal, the meal itself will constitute full and complete reimbursement. If the employee does not purchase a meal, he/she may follow the procedure as outlined in 2 below;

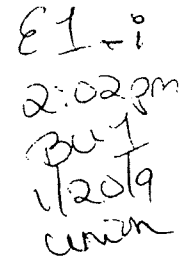
2. Employees requesting reimbursement under this option will receive six dollars (\$6), regardless of the value assigned to the meal ticket by local management;

3. Employees in assignments which do not allow the State to provide a meal ticket shall be provided alternative methods, determined by the State, to receive the six dollars (\$6) reimbursement for overtime meal allowances earned.

Meal tickets held prior to the signing of this Contract shall be cashed out in accordance with this article if there is no on-site employee facility which serves hot meals.

TA SEIU Local 1000  
9-19-08  
for April  
Just Sess. Review  
Maurice Jones  
Karen DeWalt  
Rick Sykes  
Dina Wilson  
Margaret Wilson  
Brenda Hobbs  
Jacqueline Keller  
Todd Sill  
Cindy Kaufman  
Mallory Culler  
Aimee Seyler  
Thea Johnson

K10  
TAD  
9/19/08  
2:48pm  
Deborah  
June



## Packaged Proposal

## 12.9 Overtime Meal Allowance

B. Except for Units 14 and 20 no overtime meal allowances will be paid to employees who are working overtime on a regular day off or holiday unless they work two (2) or more hours in excess of the number of hours worked on their regularly scheduled workdays.

1-25-09 2:38 PM  
SOLU TLA  
Margaret Mulder  
Karen Welch  
~~Handwritten signature~~  
Brandt Johnson  
Lisa Wilson  
Margaret Mulder  
Brandt Johnson  
Handwritten signatures  
Anne Johnson  
Agnes Johnson

## MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 12

The State proposes to roll over the following section:

### 12.10 Damaged or Destroyed Personal Property

In accordance with established procedures, when requested by an employee, a department may pay the cost of replacing or repairing eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried when damaged in the line of duty without fault of the employee. If the eyeglasses, hearing aids, dentures, watches, or clothes are damaged beyond repair, the department may pay the actual value of such eyeglasses, hearing aids, dentures, watches, or clothing. The value of such eyeglasses, hearing aids, dentures, watches, or clothing shall be determined as of the time of the damage hereto.

11-25-09 2:38 PM  
SEIU TA

Margaret Medel  
Karen Wilson  
Mae Wilson  
Ladd Wilson

Brandy Johns

Jim Wilson  
Margaret Wilson  
Brandy Johns

James Wilson  
Karen Wilson  
Ladd Wilson  
Brandy Johns  
Mae Wilson

TA  
2:38 AM  
1/25/09  
Debbie June



TA 2:38 AM  
1/25/09  
Rebbie June

1. During the life of this Contract, departments may establish a single source vendor system to replace the current uniform replacement allowance program. If a single source vendor system is established, employees shall use the system to obtain department authorization uniform replacement items. Departments that participate in a single source vendor system may establish an anniversary date for the uniform replacement credit with the vendor. Employees will receive their credit on that date based on the number of qualifying pay periods in the uniformed classification and in accordance with existing State laws, rules, and regulations.
2. Employees newly appointed (new hire to State service, promotion, transfer, or demotion from a non-uniformed classification) shall be required to purchase the uniform as a condition of employment and such purchase shall be through the single source vendor. Such employees will be eligible for a prorated uniform replacement credit on the established anniversary date, and a uniform replacement credit on each subsequent anniversary date.

1-25-09 2:38 AM  
SERUT/A

Mary Imel  
Brenda H. Hottel  
Diane H. Hottel  
Todd H. Hottel  
Margaret H. Hottel  
Lyn Aguilera  
Ramonie Lebbert  
Liz Hottel  
Holl Hottel  
Cathy Hottel

TIA  
2:38 AM  
1/25/09  
Debbie June



# UNION PROPOSAL

Bargaining Units: Unit 1

Date: \_\_\_\_\_

Article and Section No: 12.13

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

## 12.13 Tools, Business Equipment, Materials and Supplies

- A. The State shall determine what special items of tools, equipment, materials, and supplies are necessary for employees to perform their jobs. Such items shall, within budgetary constraints, be made available by the State.
- B. Employees issued State provided items shall be held responsible for loss of and/or damage due to negligence.

TA'd  
6/25/08  
9:19pm  
R/O  
Deborah Inne

T/A  
SEIU 1000 9/19  
6/25/08 PM

---

Margaret Melde  
Brendy Johnson  
Janet S. Ruderman II  
Paul Nichols  
Margaret Wilson  
Paul George Loke



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date: 6/25/08**

**Article and Section No: 12.14**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.14 Professional Dues**

In recognition of the professional nature of employees, each department, commission, board, or agency may reimburse an employee for up to ~~fifty dollars~~ ~~50~~ ~~per~~ ~~year~~ for membership dues in job related professional societies or associations of the employee's choice, or for a job related professional license fee. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

THA  
9:21 pm 6/25/08  
SEIU 1000

Margaret Melton  
Dandy Johnson  
Janet S. Nundemur  
Paul Tucker  
Margaret Wilson  
Paul Gonzalez-Coke

THA  
9:21 pm  
6/25/08  
Margaret Melton  
R/O

5:08pm  
8/25/08



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date \_\_\_\_\_**

**Article and Section No: 12.15**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.15 Reimbursement of Fees**

The State agrees to pay the full renewal cost of professional and/or technical licenses, certificates, or credentials which are required as a condition of employment.

Handwritten notes and signatures:

- TA'd 11:17am 8/26/08
- Abraham June R/O
- SEIU 1000 T/A 11:17am 8-26-08
- margit medel
- janet bass
- Paul Palata
- Marlene
- R/O proposed
- Chad Bandy
- Margaret Wilson
- Karen DeVoll
- Jaqueline Hallum
- Paula
- Frank
- Robert
- Marie



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**May 23, 2008**

**Article and Section No: 12.16.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.16.1 Aviation Consultants (Unit 1)**

The Department of Transportation (DOT) agrees to continue its practice of:

- A. Reimbursing Aviation Consultants the cost of their annual second-class flight physical examinations.
- B. Providing the biennial flight checks in DOT aircraft during or connected to regularly authorized operation of the aircraft for business purposes and utilizing DOT employees who are personally qualified and volunteer to conduct and certify the flight checks.

TA'd  
6/13/08  
Deborah Jue  
10:47 AM

6-13-08  
Amenne (supp) W  
10:11

Ralph Hawkins  
Brendy Johnson  
Margaret Wilson



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**May 23, 2008**

**Article and Section No: 12.17.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.17.1 PERS Auditor Affiliation (Unit 1)**

The Office of Audit Services (CalPERS) will provide a maximum of five hundred dollars (\$500) reimbursement in any fiscal year, for each professional audit staff for fees, dues, and professional competency certification licensing costs associated with memberships in and affiliations with the following professional organizations. If any other audit-related professional organizations are identified, management will reimburse based on consistency with the organizations listed below:

The Institute of Internal Auditors (IIA)  
California Association of State Auditors (CASA)  
American Institute of Certified Public Accountants (AICPA)  
California Society of Certified Public Accountants  
Association of Government Accountants (AGA)  
Institute of Management Accountants (IMA)  
Information Security Audit and Control Association (ISACA)  
Information Security Systems Association (ISSA)  
Association of Certified Fraud Examiners  
Association of Women Accountants  
The Association of Healthcare Internal Auditors, Inc.

TA'd R/O  
10:50 AM  
M. Subrah  
06/13/08

6-13-08  
10:50  
Ayesha  
Subrah

Rafael Hawthorn  
Brandy  
Margaret Wilson



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**June 18, 2008**

**Article and Section No: 12.18.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**12.18.1 Professional License Fees (~~Unit 1~~)**

Employees in the classifications of Property Appraiser/Investigator (Office of Real Estate Appraisers) and Senior Property Appraiser/Investigator (Office of Real Estate Appraisers) shall be reimbursed in full upon certification of license renewal.

TA'd  
Deborah June  
06/18/08  
23rd  
11:11 AM

Unit 1 23rd  
4/18/08  
SEIU 1000 T/A 11 AM  
Margaret Wilson  
Margaret Wilson  
Bundy Johnson  
J.S. Undermote  
Aimee Lusk  
Ralph Hawkins  
Paul Melaty  
Paul Gonzalez Coke





**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date \_\_\_\_\_**

**Article and Section No: 12.19.1**

**Proposal No.: 1**

***The Union proposes that no changes be made to the following section:***

**12.19.1 Actuary Dues – Department of Insurance (DOI) (Unit 1)**

The DOI will reimburse department employees in the classes listed for membership dues in the American Academy of Actuaries, the Casualty Actuarial Society, the Society of Actuaries, or other actuarial associations approved by the department. The amount of reimbursement is to be determined by the department. If dues are reimbursed for less than full-time employees, the reimbursed amount shall be pro rated.

Classes:

Actuarial Statistician  
Associate Casualty Actuary  
Associate Life Actuary  
Senior Actuarial Statistician  
Senior Casualty Actuary  
Senior Life Actuary

TA'd  
4:14 pm  
Nikora Jule  
7/17/08

SEIU 1000 T/A  
7/17/08 4:14 pm

Margaret K. Field  
Cindy K. Kaufman  
Margaret Wilson  
Todd Snell

Joanne H. Hester  
Karen DeVell  
Rachel G. G. G.  
A. J. J.  
V. V. V.  
Karen DeVell  
Rachel G. G. G.  
A. J. J.  
V. V. V.

# Management Proposal

Bargaining Unit: SEIU Common Table

Exclusive Representative: SEIU

DATE: 11/17/08  
1521

Subject: Article XIII, Section 13.1 – Performance and Evaluation Materials

There will be only one official personnel file and normally one supervisory work file regarding each employee and these files will be maintained as follows:

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee. Upon request, the State shall identify any supervisory files kept on the employee and shall identify the location of each file. Official personnel files shall contain an inspection log where any person reviewing the file shall sign and date the log unless excluded by law.
- B. Information in an employee's official departmental personnel file and supervisory work file shall be confidential and available for inspection only to the employee's department head or designee in conjunction with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file and supervisory work file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena. No rank and file shift lead shall be authorized access to an employee's files, except with prior written approval of the employee
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date it. An employee signature shall not necessarily constitute agreement to the evaluation. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her authorized representative may review his/her official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, arrangements shall be made to accommodate the employee or his/her authorized representative at the employee's work location. Upon request, the employee shall be allowed a copy of the material in his/her personnel file.
- E. The employee shall have a right to insert in his/her file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.

LaFander  
11/18/08  
5:56pm

Shane 11-15  
Carter 11-17  
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TA

UNION  
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 Hawkhead Bu 21  
 all over for  
 Bu 14  
 Donna  
 Galand & Becht Bu 44  
 Hawkeye Overlander  
 Long  
 Bu 15

10 Sanders  
11/18/08  
5:56 PM



**Article and Section No: 13.2**

## Proposal No.: 2

***The Union proposes no changes be made to the following section:***

### 13.2 Personal Performance Session

Meetings between employees and management concerning unsatisfactory work performance or work-related problems should, whenever practicable, be held in private or in a location sufficiently removed from the hearing and visual range of other persons. The Union recognizes that the circumstances of the situation may require an immediate response from management, and thereby preclude privacy. However, if an immediate response is not necessary, arrangements will be made for a private meeting.

7/12/31

TA, SEIU Local 1000  
9-19-08

TAI SEP 9-19-66  
Cindy Kayffman  
Joe Aguilar  
Janet Bass  
Randy Bass  
Linda Bass  
Linda Bass

Janet Davis  
David  
Maurice  
Karen  
Karen DeWitt  
Mike Hylle

James  
Edward  
Haven Welch  
and Helen

*[Handwritten signatures:]*

Wilson  
Mrs. M. B.  
H. C. G. G.  
H. C. G. G.  
H. C. G. G.

sort  
M  
Gaelene M  
Todd M  
Marlene  
Caw

McClellan  
Wm. Buckley  
Lawrence

TA'd  
9/19/08  
2:35pm  
Deborah Jure



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 13.3**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**13.3 Joint Apprenticeship Committee**

A. It is the policy of the State employer and Union to support the establishment of apprenticeship programs in bargaining units where such programs are deemed appropriate. The Union and the State agree that such apprenticeship programs shall be administered in accordance with the Shelley - Maloney Apprentice Labor Standards Act of 1939 (Labor Code section 3070, et seq.) and pursuant to the following provisions:

1. The classification of positions and the selection process shall be governed by the SPB. The State retains the right to hire.
2. A Joint Apprenticeship Committee shall evaluate and discipline any employee participating in an apprenticeship program under the scope of civil service rules and regulations.
3. Apprenticeship programs shall operate under the Joint Apprenticeship Committee concept, i.e., each committee shall contain an equal number of representatives selected by the Union and by the State in addition to an Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards.

TA'd  
R/O  
1/9/09  
Dobbie  
4:38pm

1-9-09  
4:38pm

SEIU TIA  
Margaret Moore  
Wendy St. James  
Wendy Curley  
Joe R  
Brenda Moore  
Ben Aguirre

James S. Sullivan  
Karen DeVall  
Cindy Kayman

Claudia Gander  
Mel

Todd Sullivan  
Paul Rodatz

Carly Harkness  
Maurice  
Paul  
mu

4. Each Joint Apprenticeship Committee shall determine the training program for the classes included for their program.

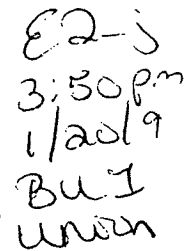
5. Union representatives who have been selected as Joint Apprenticeship Committee members shall serve with no loss of compensation during committee meetings.

B. The State agrees to continue existing apprenticeship programs.

C. The Union and the State agree to jointly explore areas of possible expansion of the existing and the creation of additional apprenticeship programs for bargaining unit occupations. The Union and the State agree to meet and confer on this matter at the request of either party. Any new Joint Apprenticeship Committees shall function in accordance with this section.

D. To enhance the understanding of formal, on-the-job apprenticeship training the State and Union shall request an Apprenticeship Standards Consultant from the DIR, Division of Apprenticeship Standards, to attend any exploratory meeting.

1-9-09  
4:38 PM  
Sera TIA  
Margaret Miller  
John H. Hannon  
Wendy C. Currey  
Joe H. Hannon  
Brenda H. Hannon  
Jacqueline H. Hannon  
Lorraine H. Hannon  
Karen H. Hannon  
Cindy H. Hannon  
Claudia H. Hannon  
Todd Sill  
Paul Rodak  
Gambas  
Margaret Wilson



## Packaged Proposal

C. The Committee shall be comprised of three (3) Union and three (3) management representatives and one Apprenticeship Consultant of the DIR, Division of Apprenticeship Standards. The Committee will be co-chaired by one Union and one State representative. The Committee will convene no later than sixty (60) days after completion of the IT specifications, and adoption of the classes by the SPB.

TA  
2:38 PM  
1/25/09  
Abbie June C.

~~17509 23<sup>8</sup>/<sub>100</sub> per  
Socru - 1/A  
marg meelw  
Haven Hall  
Med A  
Gior  
Margaret W  
Bonding Mod  
Small  
W. H. H.  
James  
Jury  
Dane~~



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 13.6**

**Proposal No.: 2**

*The Union proposes the following changes be made to the following section:*

**13.6 Performance Appraisal of Permanent Employees**

- A. The performance appraisal system of each department may include annual written performance appraisals for permanent employees. Such performance appraisals may be completed at least once each twelve (12) calendar months after an employee completes the probationary period for the class in which he/she is serving. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.
- B. An employee may grieve the content of his/her performance appraisal through the department level of the grievance procedure when he/she receives a substandard rating in either a majority of the performance factors or an overall substandard rating.

~~This section shall also apply to the exempt staff of the Special School of the DOE.~~

4:39pm  
1-9-09  
SEIU TA  
Margaret Wilson  
Markus Curley  
Brenda  
Ben Ayala  
Racheline McCollum  
Karen Devore  
Cindy Hauffman  
Maggie  
Margaret Wilson  
Paul Podat  
Catherine  
Maggie  
Tadell





**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**June 18, 2008**

Passed 2:17 pm,  
6/18/08

**Article and Section No: 13.7.1**

**Proposal No.: 1**

***The Union proposes that no changes be made to the following section:***

**13.7.1 Performance Standards (Unit 1)**

A. The employer, in developing performance standards, shall adhere to the following: Employee performance standards shall be based upon valid work-related criteria, which insofar as practicable include qualitative, as well as quantitative measures. Such standards shall reflect the amount of work which the average trained employee performing comparable duties can reasonably turn out in a day.

B. Employee performance standards shall be established in accordance with the following guidelines:

1. When a department intends to establish new performance standards or add to or alter existing performance standards, the Union will be notified and given an opportunity to meet and confer on the proposed standards with the department.

2. Normally, new performance standards or changes in existing performance standards shall not be implemented until they have been tested for an appropriate period. During the test period, employees will not be held accountable to the proposed standards. Following any test period, the State shall meet and confer with the Union prior to implementing the new or revised standards.

TA'd  
12:07 PM  
Laborer  
6/18/08  
RJO

6/23/08  
SEIU T/A

Margaret Wilson  
Paul Wilson  
Margaret Wilson  
Aimee  
John Hawthorn  
Bryan

C. Where a performance standard exists, employees may review data concerning the employee's own production and error rates where such information is available.

D. Where a performance standard exists, the Union may review all data concerning all employees' production and error rates where such information is available.

6/23/08  
5:00 PM  
Margaret Melton  
RSC  
Paul Hult  
Margaret Wilson  
Aileen Sebbin  
Ralph Hansen  
Bandy Hansen

06/23/08  
12:07 PM  
Deborah  
Jure

## MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 13

The State proposes to roll over the following section:

### 13.10 Education and Training

- TA'd  
7/17/08  
Deborah  
Jue*
- A. It is the policy of the State to assure quality service to the public by developing the skills and abilities of State employees through training and education activities. These interests are served by having competent employees capable of maintaining productivity, able to adjust to changes in service requirements, and prepared to assume increased responsibilities.
  - B. Each State department shall make available at the work site its training policies and, annually, its training course list. Each department shall provide to the Union a copy of its training courses.
  - C. Each State department shall be required to complete an annual Individual Development Plan for each permanent full-time employee and for permanent intermittent employees who work 750 hours or more annually.
  - D. Working within budgetary and workload constraints, each State department, through its annual training plan process, will provide training in handling hostile and threatening behavior.
  - E. Employees may request training courses. Training requests shall not be unreasonably denied and the reason for the denial shall be in writing to the employee.
  - F. The parties agree that training on rape prevention, sexual harassment awareness, managing assaultive behavior and stress reduction are appropriate subjects for high priority consideration by the appropriate Joint Labor/Management Health and Safety Committees.
  - G. The State and the Union recognize that certain benefits accrue to the State and employees through participation in professional job-related seminars, conferences and conventions. The State, working within the framework of budgetary and workload constraints, will support such activities.
  - H. The State agrees to reimburse employees for expenses incurred as a result of passing training or education courses required by the department to assure adequate performance as specified in the Individual Development Plan (IDP), or increase current job proficiency. When such courses are offered during normal working hours, the employee shall receive his/her regular salary. When such courses are taken outside of normal working hours, an employee in Work Week Group 2 shall be reimbursed in cash or the work hours may be adjusted on an hour-for-hour basis commensurate with the hours necessary to attend classroom instruction. The reimbursement will include:
    - 1. Tuition and/or registration fees.
    - 2. Cost of course-related books.
    - 3. Transportation or mileage expenses.
- AB  
mm  
Seil 11000 TIA  
7/17/08 4:15pm  
HSA  
mpt  
RA  
2500  
jsm*

- An employee who does not satisfactorily complete a training or education course required by the department according to the department's predetermined standards shall not be eligible for reimbursement of tuition and other necessary expenses and shall agree to return any advance payment received.

- Except as established by the department, reimbursement should be for fifty percent (50%) of costs incurred. Reimbursement for travel and per diem shall not be allowed for an assignment during non-working hours, except when the appointing power determines that such reimbursement is justified in order to avoid substantial inequity.

- SA 11000 TA 4/15  
7/17/08  
Margaret Wilson  
Jacqueline McCallum  
Blanche Johnson  
Miss Anna  
Karen DeWalt  
Paula  
Carmen  
Miguel



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date \_\_\_\_\_**

Ed - N  
3:50 PM  
1/20/19  
BU 1  
Union

**Article and Section No: 13.15.1**

**Packaged Proposal**

***The Union proposes that no changes be made to the following section:***

**13.15.1 EDD Determinations Scheduling Standard (Unit 1)**

A. For a mixed schedule, EDD will schedule no more than thirteen (13) interviews per day to each fully trained Employment Program Representative (EPR) who is assigned to do determinations full time. Of these interviews, EDD will schedule an average of eight (8) separations on a daily basis, but no more than forty (40) separations per week. If the EPR is assigned a full schedule, he/she will be assigned no more than sixteen (16) non-separation interviews or eighteen (18) multi-claimant interviews per day. For those employees working an alternate workweek or other than full time, the number of interviews will be pro rated and rounded to the nearest whole number.

In the event of a natural disaster, EDD will continue its practice of assigning staff disaster related determinations. These schedules are not subject to this agreement. In the event of a significant economic down turn, which results in a significant increase in determination workload, EDD will use all appropriate resources including but not limited to, PIs and overtime. EDD will notice SEIU Local 1000 of this change so that the parties may meet and confer on the impact.

B. An EPR assigned a full determination schedule will not be assigned to establish overpayments.

TA 2:38 AM  
1/25/19  
Debbie  
Jure

C. If an EPR has completed all scheduled workload, he/she will be assigned additional work, including unscheduled determinations, exception lists, appeals, and other adjudication work.

D. An EPR will be provided two (2) hours per week to complete unfinished work if there is a backlog.

E. EDD will provide, for employees assigned to a determination workload, at least two (2) hours per quarter of ongoing training on the determination process.

F. An EPR will do quality determinations. A quality determination is one that includes gathering pertinent facts and applying them to reach a decision of eligibility or denial of benefits based on law, precedent, and policy.

1-25-09 2:38 PM  
Sent T/A

Mary L. Muelal  
Karen Delvalle  
Gina Wilson  
Brenda Wilson  
Randy Johnson  
Gina Wilson  
Margaret Wilson  
Brenda Wilson  
Randy Johnson  
Gina Wilson  
Margaret Wilson  
Brenda Wilson  
Randy Johnson

Randy Johnson

TA  
2:38 AM  
1/25/09  
Debbie Mue



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 13.16.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**13.16.1 Employee Recognition and Morale Program - Franchise Tax Board (FTB) and Board of Equalization (BOE)**

A. The FTB agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.

B. The BOE agrees to continue the Employee Recognition and Morale Program to recognize individual employees and/or groups of employees for outstanding contributions on the job. All Bargaining Unit 1 employees are eligible for recognition under the program.

C. Recognition given under this program will be in the form of either monetary or non-monetary awards. Neither the amount of cash nor the value of a non-monetary award shall exceed fifty dollars (\$50) per employee. Cash awards under this section are excluded from compensation for the purpose of retirement.

D. Employee Peer Group Nominating Committee(s) will develop criteria for granting recognition consistent with the current guidelines. Any Unit 1 employee who volunteers to be on the committee will be selected to participate as a committee member.

E. This section is subject to the complaint procedure of article 6 of this Contract

TA'd  
4:33pm  
8/25/08  
Robert  
Jue

SEIU I/A  
4:33pm  
8-25-08  
Maggie

Paul  
Pulido  
Maurice  
Henderson

John  
Henderson  
Jacqueline  
Henderson  
Karen  
Henderson

Frank  
Henderson  
Todd  
Henderson  
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Henderson

*[Handwritten signatures]*

*[Handwritten signatures]*



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**June 18, 2008**

**Article and Section No: 13.17.1**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**13.17.1 Independent Research/Professional Papers (~~Unit 1~~)**

A. Upon prior approval of the department head or designee, the State may provide a Unit 1 employee up to ~~forty~~ (40) hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.

B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.

Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries.

This section is subject to the complaint procedures as specified in Article 6, Grievance, and Arbitration, and AWOL Procedures.

D. Signature credit shall be given employees who author or co-author any independent research/professional papers research document.

TA'd  
06/18/08  
23 days  
Deborah June  
11:13 AM

6/23/08  
11:13 AM

dict 1  
3ERU1000 T/A  
Margaret Wilson  
Margaret Wilson  
Brenda Johnson  
J. E. Henderson

Acquiesce  
Ralph H. [unclear]  
Paul [unclear]  
Paul Gonzalez - coke





**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 13.X.**

TA  
2/13/19  
9:07 pm

*The Union proposes the following section be added to Article 13:*

**13.X The Institute for Quality Public Services**

**A. The Institute for Quality Public Services**

The Union and the State shall establish the Institute for Quality Public Services. The Institute shall consist of a Joint Labor-Management Training Committee and a Trust Fund.

The purpose of the Institute is to administer continuing education and professional development programs for SEIU Local 1000 bargaining units.

**B. Joint Labor-Management Committee**

The State and the Union shall each be entitled to select a maximum of nine (9) representatives to the committee. The co-chairs of the committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. Committee members shall serve without loss of compensation. The committee shall meet a minimum of once a month. The committee is charged with <sup>developing</sup> establishing a Trust Fund that meets all applicable state and federal requirements.

**C. Training Programs**

1. The programs which the committee shall make available to employees shall provide both continuing education and

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Brady  
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Hawaii 117  
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BU3

Julian Chapman

Jan 3 4-15

professional development, with the goal of providing quality public services and career opportunities for state employees.

The committee shall explore (but not be limited to) the following:

- a. Grants
- b. On-line courses and catalogs
- c. College courses and catalogs
- d. Certificated programs for occupational groups
- e. Survey/assessment tool to focus on employee strengths and training needs
- f. In-service training
- g. Scholarship programs
- h. Other career development opportunities.
- i. Apprenticeship Programs

2. The form, content and funding of these programs shall be developed and established by the committee. In this regard, it is the intent of the parties that the committee engages qualified professionals and specialists in the delivery of adult education and training to create detailed curricula for all aspects of the training programs.

D. Institute Trust Fund

Effective July 1, 2009, the State shall contribute one million dollars (\$1,000,000) to the Institute for use by the Trust Fund. The

trustees shall be responsible for the tracking and accountability of

the funding, which shall include appropriate reports to the Legislature which it may require.

Nothing shall preclude the union from contributing

SEIU TIA  
TIA  
Unit 14

Boards  
UNIT 11

Boards  
UNIT 17  
UNIT 18

*[Signature]*

Unit 3 4-15

The trust fund shall be administered by five (5) trustees appointed by the Union and five (5) trustees appointed by the State. The trustees will administer training programs recommended by the committee. All direct staffing and administrative costs, as well as providers, shall be paid through the Trust Fund.

The parties agree that the Labor Management Committee is designed to work out all implementing details of a trust fund and that the committee will provide all recommendations to the Legislature for their consideration prior to the establishment of the trust.

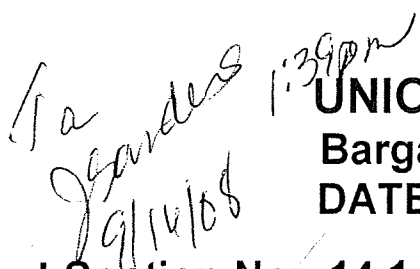
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Julie Chapman

7-15



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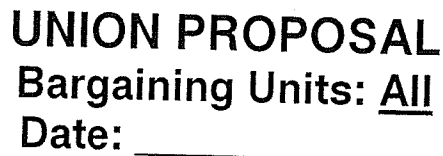
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 Brad Willis  
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**Proposal No.:**

Brad Willis  
BU 11

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- A. When the DPA proposes establishment of a new classification or modification of an existing one, it shall inform the Union in writing of the proposal. The Union may request to meet and confer with the DPA regarding the classification proposal. Failure to respond in writing within thirty (30) calendar days of receipt of the notice shall constitute a waiver of the Union's right to meet and confer over the classification proposal prior to submittal to the SPB for consideration.
- B. The first negotiations meeting shall take place within twenty (20) calendar days of the Union's request unless the parties agree to a different date. The purpose of the negotiations shall be the classification specifications and the compensation.
- C. If the parties reach an agreement, they shall jointly recommend, in writing, that the classification proposal be submitted to the SPB for the non-hearing calendar.
- D. If the parties do not reach an agreement the classification proposal may be submitted to the SPB.
- E. In the event the SPB renders a decision that was not mutually agreed to by the parties, the Union and the State shall meet and confer over the impact, including compensation, of the Board's decision. No classification shall be established without a salary structure.



UT  
2/13/09  
9:07 p  
TA

***The Union proposes no changes be made to the following section:***

### A. Definitions

1. An employee is working “out of class” when he/she spends a majority (i.e., more than fifty percent [50%]) of his/ her time over the course of at least two (2) consecutive work weeks performing duties and responsibilities associated with a higher level existing classification that do not overlap with the classification in which said employee holds an appointment.

Duties that are appropriately assigned to incumbents in the employee's current classification are not out of class. Duties appropriately assigned are based on the definition and typical tasks enumerated in the California SPB specification.

Training and Development assignments are not out-of-class work.

2. For purposes of this section, a classification is at a "higher level" if the maximum salary of the highest salary range (excluding alternate range criteria other than deep class criteria) is any amount more than the maximum salary of the

Julius C. Thompson

highest range of the class in which the employee holds an appointment.

- ### B. Authorization and Rate of Pay

- a. Is of unusual urgency, nature, volume, location, duration, or other special characteristics; and,
- b. Cannot feasibly be met through use of other civil service or administrative alternatives.

3. When an employee is assigned out-of-class work, he/she shall receive the rate of pay he/she would have received pursuant to

Title 2 California Code of Regulations sections 599.673, 599.674, or 599.676 if appointed to the higher classification.

*[Handwritten signatures and initials]*

4. Out-of-class work may be discontinued by departments at any time; however, departments may not rotate employees in and out of out-of-class assignments to avoid payment of out-of-class compensation.

*[Handwritten signatures and initials]*

5. Out-of-class pay shall not be considered as part of the employee's base pay when computing the rate due upon promotion to a higher level.

*[Handwritten signatures and initials]*

C. Out-of-Class Grievances and Allocation Appeals

*[Handwritten signatures and initials]*

The grievance and arbitration procedure described in subsection D below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the DPA referenced in Government Code section 19818.16 or the State Victim Compensation and Government Claims Board.

*[Handwritten signature]*

2. The grievance and arbitration procedure described in this section shall be the exclusive means for appealing position allocation or reallocation referenced in Government Code sections 19818.6 and 19818.20.

3. Employees may not separately file out-of-class grievances and position allocation or reallocation grievances pertaining to the same duties and responsibilities.

- #### D. Grievance Procedure and Time Limits

- John C. O'Leary



3. Out-of-class and misallocation grievances shall be filed with a designated supervisor or manager identified by each department head as the department level of appeal in the usual grievance procedure found in article 6.

4. The person designated by the department head as the department level of appeal shall respond to the grievance in writing within forty-five (45) calendar days after receipt of the grievance.

5. If the grievant is not satisfied with the decision rendered by the person designated by the department head at the department level of appeal, he/she may appeal the decision in writing within twenty-one (21) calendar days after receipt to the Director of the DPA.

6. The Director of the DPA or designee shall respond to the grievance in writing within sixty (60) calendar days after receipt of the appealed grievance.

7. If the grievance is not resolved by the DPA, the Union shall have the right to submit the grievance to arbitration in accordance with article 6, section 6.11.

8. Article 6, section 6.11 (Arbitration Level) shall apply to out-of-class and misallocation grievances except as otherwise provided in this section.

*Janet Chopin*

*Romanova*  
*Alley*  
*Wright*  
*Bruce Waller*  
*Bu 11*  
*Janet*  
*Bu 17*  
*Mary*  
*Bu 11*  
*Lawhead*  
*Bu 21*  
*Donner*  
*U3*

~~F. The parties agree to support legislation to amend Government Code section 19818.8 as follows. Said legislation must be enacted into law before the provisions of this section take effect.~~

~~1. Government Code section 19818.8(a) A person shall not be assigned to perform the duties of any class other than that to which his or her position is allocated, except as permitted by section 19050.8.~~

~~2. If the provisions of this section are in conflict with the provisions of a memorandum of understanding (MOU) reached pursuant to section 3517.5, the MOU shall be controlling without further legislative action, except that if those provisions of the memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.~~

Justin Chapman

2. If the provisions of this section are not reached pursuant to section 10, the provisions of a memorandum controlling without further legislation, those provisions of the memorandum which require the expenditure of funds, the provisions shall be effective unless approved by the Budget Act.

**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 20, 2008**

**Article and Section No: 14.3**

**Proposal No.: 1**

*The Union proposes the following changes be made to the following section:*

**14.3 Classification/Pay Data**

Upon request, the State shall, on an annual basis, provide the Union with a list of classifications and salaries for bargaining unit rank-and-file employees.

*ta'd  
4:30  
Sanders  
6/20/08*

*TALD*  
*Donna BU3  
Gely Shales BU15  
N Lyerla BU17  
Cunie Kalam BU11  
Jury Lawhead BU21  
Lany Biff #4  
M. Jor BU14  
Rutha per BU20  
Aurum Light #21*

# Management Proposal

Bargaining Unit 1

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 14.4

The State proposes the following changes:

## 14.4 Duty Statements and, Post Orders, and Work Instructions

- A. An employee shall be provided with a current duty statement for his/her position within fifteen (15) calendar days of his/her request. Duty statements must comply with the State Personnel Board job classification specifications.
- B. Post orders in CDCR, Adult and ~~work instructions in CDCR, DJJ~~ will be provided where applicable.
- C. Duty statements and post orders and ~~work instructions~~ shall be determined by the appointing power or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, his/her duty statement shall be reviewed, and if necessary, updated to reflect his/her current duties.
- D. Upon request, a Union representative for the affected bargaining unit will be provided access to existing duty statements and post orders, and ~~work instructions~~ for review, and may make recommendations for changes to the appointing authority or designee.
- E. The parties recognize that post orders in CDCR, Adult and ~~work instructions in CDCR, DJJ~~ are not grievable or arbitrable.
- F. Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent if appropriate.

1-25-09 2:38 PM  
SOM T/A  
Margaret M...  
Bandy Johnson

Bandy Johnson  
Margaret M...  
Bandy Johnson

Paul M...  
C...  
A...  
for Ag...

TA  
2:38 AM  
R... June  
1/25/09



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 20, 2008**

**Article and Section No: 14.6**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**14.6 Job Announcements**

When a department posts a job announcement for which two (2) classifications may be considered, it shall provide the duty statement for each classification upon request to each candidate for the position.

Ta'd  
Gardner  
6/20/08  
1:56pm

Ta'd 1:56  
6-20-08

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Donna-BR3  
M. Wilson BU 1  
J. Lawhead BU 2  
C. Lyerla BU 17  
Carolyn Daniels BU 11  
Connie Kabeary BU 11  
R. Jones BU 15  
M. Jones BU 14  
R. Jones BU 12



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date \_\_\_\_\_**

5:11pm  
08/25/08  
Union

from DPA  
11:16

**Article and Section No: 14.7**

**Proposal No.: 1 8/26/08**

*The Union proposes that no changes be made to the following section:*

**14.7 Assignment of Duties Normally Performed by Bargaining Unit Employees**

The State shall notify the Union at least thirty (30) calendar days in advance of the effective date, before assigning duties normally performed by employees in the bargaining units covered by this Contract to any employee, group, individual, organization or business enterprise, if such assignment(s) may result in the displacement of employees in bargaining units covered by this Contract.

Upon request, within thirty (30) calendar days of the Union's receipt of the notice, the State shall meet and confer with the Union over such assignments.

TAD  
8/26/08  
11:17 AM  
Deborah June

SEIU 1000 T/A  
11/2 AM 8-26-08

*Handwritten signatures and names:*  
Mugshot M...  
J.S. M...  
Jacqueline H...  
Karen...  
Paul...  
Tad...  
Paul...  
Brenda...  
Margaret...  
Marlene...  
Blondy...



**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 26, 2008**

**Article and Section No: 14.8**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**14.8 Contracting Out**

**A. Purpose**

The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by bargaining unit employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by State departments.

**B. Policy Regarding Personal Services Contracts and Cost Savings**

Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain bargaining unit employees before resorting to the use of private contractors. Contracting may also occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

1/18/08  
Tad  
1:27  
J Sanders  
Randy  
Nancy Lyzola BU 17  
Randy BU 20  
Randy BU 21  
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Randy BU 100





departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than twenty-one (21) calendar days following the request by the Union, or longer if approved by the Union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in bargaining unit class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in bargaining unit classifications. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time providing the Union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in bargaining unit class specifications. Costing information provided to the Union for protected contracts shall include total personnel costs for personnel services found in bargaining unit classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

Ta JS  
7/18/08  
11:22am

CLF  
as BULL  
PR#4  
TL  
NL

2. Within ten (10) workdays after receipt of the personal services contracts and associated documents as provided for in paragraph D(1) above, the Union and the department shall begin reviewing the contracts. The Union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, all applicable laws, Federal mandates and court decisions/orders. In this regard, the Union and the department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the Union and department.
3. The Union and the department will continue to meet as necessary to examine personal services contracts which have been let.
4. If savings are generated by the termination of personal services contracts under this provision, it is the intent of the State to implement agreements of the Union and the department for utilization of said savings. Such agreements may include:
  - (a) Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of bargaining unit employees;

To J. Sanders  
11:52am  
7/16/08

NL  
TU  
CH  
BULL  
#4

- (b) Enabling the employment of bargaining unit employees for services currently performed by contractors;
- (c) Enabling of the conversion to bargaining unit civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the SPB;
- (d) Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State employee registries, and recruitment and retention incentives;
- (e) Such other purposes as may be mutually agreed upon.

#### E. Displacement Avoidance

1. The objective of this subsection is to ensure that bargaining unit employees have preference over contract employees consistent with, but not limited to the following principles:
  - (a) The duties at issue are consistent with the bargaining unit employee's classification;
  - (b) The bargaining unit employee is qualified to perform the job; and,
  - (c) There is no disruption in services.

TADS  
11:20  
7/18/08

as  
OK Bull  
R#4  
TD  
NL

2. To avoid or mitigate bargaining unit employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the Union and the department that review personal services contracts determine that the terms and purpose of the contract permit the State to assign the work to a bargaining unit employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and the Union shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a bargaining unit employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with the Moving/Relocation section of the parties' collective bargaining agreement.

F. Nothing in this section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal courts or the authority of the special masters or receiver.

TA 11:22am  
JS 7/18/08

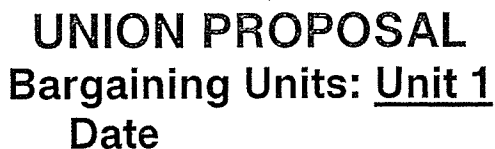
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(NL)

G. Relationship Between This Section And Related Statutes

The State is mindful of the constitutional and statutory obligations (e.g., Govt. Code § 19130) as it pertains to restriction on contracting out. Thus, nothing in this section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code § 10337).

Ta JS  
11/22/20  
7/18/24

M/B  
N  
(NL)  
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OK BUI  
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(TL) CEF



## Packaged Proposal

***The Union proposes to delete the following Section:***

### 14.9.1 Classification Studies

~~A. The State shall conduct a classification study of the Aviation Consultant class series listed below to determine if the duties being performed are appropriate for the classes.~~

~~5672 Associate Aviation Consultant, DOT Caltrans~~

~~5598 Senior Aviation Consultant, DOT Caltrans~~

~~Upon completion of the study, the State shall provide the Union with a copy of the study. The State shall meet and confer with the Union regarding the results of the study. The State shall complete the study twelve (12) months after ratification of this Contract or a mutually agreeable date.~~

~~The State and SEIU Local 1000 recognize that classification proposals reflecting recommendations developed by the committee require approval by the DPA and the SPB.~~

~~B. During the first twelve (12) months of this agreement, the State agrees to meet with representatives of the Union to determine if changes to the class specifications are needed for positions performing investigative audit work. If changes to the specifications are determined to be appropriate, the parties agree to pursue revisions to the class specifications in accordance with section 14.1 of this agreement.~~

PA  
3:54 AM  
Debbie June  
1/25/09

1-21-2007  
4:20 PM

## MANAGEMENT PROPOSAL

Bargaining Unit: 1

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 14

The State proposes to roll over the following section:

### 14.10 Classification Review

- A. The Union and the State agree to continue to review the Bargaining Unit 1 classification plan with the intent to consider consolidating or abolishing classifications. The Committee will address the merits of consolidation proposals as well as specific action plans for implementation of agreed upon proposals.
- B. The Committee may review and address issues in the following areas by mutual agreement.
  1. The consolidation/abolishment of existing classes; and
  2. Unused and underutilized classes.
- C. The Union may designate up to five (5) representatives to participate in these discussions. Union representatives will be provided State release time for these discussions.

1/25/09 3:54 AM  
SEIU T/A

Margaret Muellet  
Aimee Wilson  
Margaret Muellet  
Jodi Sal  
Blondy Johnston  
Brendy Mott  
Karen Dellalle  
Cathy Huchko  
Gina  
Paul  
Ann  
Agustina

TA  
3:54 AM  
1/25/09  
Dobbie June



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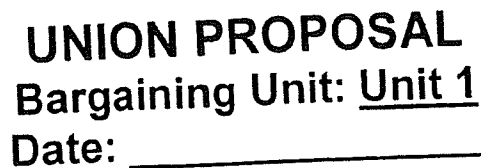
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State pkg

TA 3:54am  
Webb on June  
1/25/09

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Banks  
I add  
Margaret  
Ben  
Dorothy  
Gina  
Mead  
for



## Packaged Proposal

**14.12.1 Personnel Specialist (PS) Classification: Workload Factors and Weights (Unit 1) and Payroll Joint Management Workload Committee**

1. ~~Certification Appointment Process — Two (2) hrs per~~  
certification:

~~2. Verification of MQs — One half ( $\frac{1}{2}$ ) hour x # of appointments x applications per appointments:~~

Ensuring that applicants have met the MQs for exams; review of transcripts, credentials, etc; verification of transfer eligibility.

~~Salary Determinations — Three quarter hour (3/4) per appointment; Alternate range criteria; hiring above minimum; red circle rates; transfer eligibility; CEA pay; MSA/SISA criteria.~~

~~Pay Five (5) hours per one hundred (100) employees x twelve (12) months: Overtime; lump sum; W-2 forms; employee~~

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Settlement/Stipulations; Refer to PAM for Types of Separations.

9. ~~Miscellaneous Transactions — One hour per one hundred (100) employees x twelve (12) months: See PAM~~

10. ~~Correspondence and Communication — One hour per one hundred (100) employees x twelve (12) months: Official correspondence; memos to control agencies; response to grievance; communication with governmental agencies — Federal, State and County to employees or for employees; information request for adverse actions; employment verification; subpoena requesting documents (no appearance in person required).~~

11. ~~PI/Hourly Employees — Twenty (20) hours per one hundred (100) PI's x twelve (12) months: Time Keeping; track hours for benefits, retirement; SISA; MSA; probation; range change; and one thousand five hundred (1500) hour limitation.~~

12. ~~Attendance — Eight (8) hours per one hundred (100) employees x twelve (12) months: Audit, reconcile and key attendance.~~

13. ~~Monthly Reports — One hour per one hundred (100) employees x twelve (12) months: Salary advances; vacancy report; retroactivity report; accounts receivables; MIRS reports; forms management; service awards; monthly cut-off calendar; leave restorations; State service verification; board roster; adverse action log; roster activity report, etc.~~

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14. ~~Injury/Illness Claims — 2.25 hours per one hundred (100) employees x twelve (12) months: NDI; IDL; EIDL; TD; 4800 Time; Enhanced NDI.~~

15. ~~Garnishments (Processing) — 1.2 hours per one hundred (100) employees x twelve (12) months: court orders.~~

16. ~~Special Project/Assignment — Four (4) hours per projected Personnel Specialist x twelve (12) months: Outside scope of usual assignment; Victim Compensation and Governmental Claims Board; conflict of interest.~~

17. ~~Training — Five (5) hours per current Personnel Specialist x twelve (12) months: Conducting training; orientation.~~

18. ~~Administrative Details — Ten (10) hours per current Personnel Specialist x twelve (12) months: Receiving Training — Formal or informal; manual updates; filing; time sheets; staff meetings; court appearances.~~

19. ~~Employee Contact Time — Sixty (60) hours per current Personnel Specialist x twelve (12) months: E-mails; telephone calls; personal contacts.~~

20. ~~Cultural Factors: Degree of automation; established procedures; level of customer service; turnover rates; skill levels; recruitment and retention problems; and other factors that make your department unique.~~

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	A	B	C	D
1	Workload Formula			
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4	Department			
5				
6			=Cultural factors (100=average)	
7			=Number of Appointments	
8			=Number of Certs	
9			=Applicants per Appointment	
10			=Number of Seps	
11			=Number of Employees	
12			=Number of Pls/Hourly	
13			=Current Number of PS	
14				
15	Hours			PYs
16	=2*A7		Certifications	=A16/1800
17	=0.5*A7*A9		Verifications of MQ	=A17/1800
18	=0.75*A7		Salary Determinations	=A18/1800
19	=5*(\$A\$11/100)*12		Pay	=A19/1800
20	=5*(\$A\$11/100)*12		Benefits	=A20/1800
21	=4*(\$A\$11/100)*12		Leaves	=A21/1800
22	=0.75*A7		Position Control	=A22/1800
23	=0.75*A7		Appointments	=A23/1800
24	=2*A10		Seps	=A24/1800
25	=1*(\$A\$11/100)*12		Misc.	=A25/1800
26	=1*(\$A\$11/100)*12		Correspondence	=A26/1800

27	=20*(A12/100)*12		Pls/Hourly	=A27/1800
28	=8*(\$A\$11/100)*12		Attendance	=A28/1800
29	=1*(\$A\$11/100)*12		Monthly Reports	=A29/1800
30	=2.25*(\$A\$11/100)*12		Injury/Illness	=A30/1800
31	=1.2*(\$A\$11/100)*12		Garnishment	=A31/1800
32	=4*D37		Special Projects	=A32/1800
33	=5*A13*12		Training	=A33/1800
34	=10*D37*12		Admin	=A34/1800
35	=60*A13*12		Employee Contract	=A35/1800
36				
37	=SUM(A16:A35)*(A6/100)		Total	=A37/1800

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Jue

B. The State and the Union agree to convene a Joint Labor/Management Committee (JLMC) to review the Personnel and Payroll classifications' workload, training, upward mobility and overtime. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The Co-Chairs of the joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the State. The State and the Union shall select its own representatives. Upon mutual agreement, subject matter experts may be invited to attend the meetings and contribute to the discussions. Committee members and employee subject matter experts shall serve without loss of compensation.

The Committee shall meet at a minimum of at least once per quarter. The Committee by mutual agreement shall determine its meeting schedule, ground rules and agenda. The Co-Chairs shall finalize the agenda a minimum of fourteen (14) days in advance of the meeting. The Union shall provide the State with any information requests a

minimum of fourteen (14) days in advance of the meeting. The State shall endeavor to respond to the information requested before each scheduled meeting date.

The Committee members shall discuss and make recommendations on the following:

1. Workload
2. Training
3. Upward Mobility
4. Overtime

The Joint Committee may mutually agree to develop written reports after concerns are discussed. The written reports may include, but are not limited to, a discussion of the concern(s) and any joint recommendations.

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Margaret Madsen  
Karen DeVoll

Frank Johnson

Jim  
Margaret Madsen  
Frank Johnson

Carol Whitte  
Anne  
for

TA  
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1-25-89  
Rebbie Jue

But





**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**May 23, 2008**

**Article and Section No: 14.13.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**14.13.1 Lead Responsibilities (Unit 1)**

A. This provision outlines the leadperson's responsibilities and compares and contrasts them to those of a supervisor. The strikeout of the supervisor's responsibilities represents the intent to expressly exclude the negotiation of an agreement to the assigned supervisor's duties through this provision.

Supervisor		Lead
1	<del>Provide in depth policy and procedure training.</del>	Provide basic on-the-job training for assigned duties.
2	<del>Assign work.</del>	Assign work.
3	<del>Counsel employees on: a. Attendance problems b. Work related problems c. Refer employees to EAP</del>	May recommend to supervisor that an employee would benefit from a work improvement plan only as it relates to work procedures or processes.
4	<del>Initiate corrective action such as attendance restrictions and goal setting.</del>	Not a lead responsibility.
5	<del>Respond to, and resolve grievances at the informal and first level.</del>	May attempt to resolve conflicts that arise as a result of workflow or

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		procedures.
6	<del>Prepare probation reports, annual evaluations, input of the self-appraisal reports.</del>	May provide input of a factual nature regarding employee job performance.
7	<del>Participate in performance appraisal evaluations.</del>	Restricted to the technical portion of report pertaining to technical performance.
8	<del>Approve or deny SISA's and MSA's.</del>	Provide input on employee's job performance to the supervisor. No authority for an independent decision.
9	<del>Discipline employees either informally or formally.</del>	Provide input on employee's job performance to the supervisor. Not a lead function. No authority for an independent decision.
10	<del>Write up required responses for supervisory input on the employee self-appraisal reports used in the testing process.</del>	Provide input on employee's job performance to the supervisor. No authority for an independent decision. (If lead is not a competitor in the same exam.)
11	<del>Approve or deny the use of sick leave, vacation, personal holiday, etc.</del>	May receive employee requests in the absence of the supervisor and shall not approve or deny such requests.

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12	<del>Request and approve supply orders.</del>	May request and approve supply orders.
13	<del>Approve overtime.</del>	Not a lead responsibility.
14	<del>Sign 634's.</del>	Not a lead responsibility.
15	<del>Review completed work within the group for quality.</del>	Review completed work within the group for quality.
16	<del>Prepare recommendations to plans, budget requests, procedural and policy changes within the work group.</del>	May prepare recommendations.
17	<del>Sign probation or annual evaluations.</del>	Not a lead responsibility.
18	<del>Sign off on employee self-appraisal reports.</del>	Not a lead responsibility.
19	<del>Authorize training course attendance.</del>	May provide input to who would benefit from attending a training class.
20	<del>Make a hiring commitment to hire someone to fill a vacancy within the work group.</del>	May participate in the hiring interview with a supervisor and may make a recommendation to hire.
21	<del>Make promotional commitments.</del>	Provide input regarding employee's performance. No authority for an independent decision.
22	<del>Sign summary of corrective discussion memo.</del>	Not a lead responsibility.

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23	<del>Sign recommendations for adverse actions.</del>	Not a lead responsibility.
24	<del>Grant requests for leave of absence up to 10 days.</del>	May provide input to supervisor. No authority for an independent decision.
25	<del>Approve alternate work schedules.</del>	May provide input to supervisor. No authority for an independent decision.
26	<del>Move employees from shift to shift.</del>	May provide input to supervisor. No authority for an independent decision.
27	<del>Sign travel expense claims.</del>	Not a lead responsibility.
28	<del>Schedule overtime.</del>	Not a lead responsibility.
29	<del>Order travel.</del>	May assist supervisor with travel agenda.
30	<del>Set work hours.</del>	Not a lead responsibility.
31	<del>Justify, request, and approve equipment orders.</del>	May be asked to justify purchasing equipment. Cannot sign purchase orders.

TA'd 10-52  
 Margaret  
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# Management Proposal

Bargaining Unit 1

Date: \_\_\_\_\_

Exclusive Representative: SEIU

Subject: Article 14.New

The State proposes the following new proposal:

## 14.New Investigative Auditor Work Classification Study

No later than June 30, 2009, the State and the Union agree to meet regarding investigative audit work performed by Bargaining Unit 1 classifications within the Board of Equalization, the Investigative Auditors at the Department of Justice, and the Investigative Certified Public Accountant class.

*file 55 ant 1/25/09*

The State and the Union shall each be entitled to select a maximum of ~~four (4)~~ representatives. The State and Union shall each select its own representatives. The State agrees that the Union representatives who are State employees shall serve without loss of compensation.

If changes to the class specification becomes necessary, such changes will be done in accordance with Section 14.1 of this agreement.

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SEIU T/A*

*Margaret Wilson  
Amanda Wilson  
Mandy Wilson  
John Wilson  
Dana Wilson  
Brenda Johnson  
Karen Wilson  
Cory Wilson  
Mick Wilson  
Gino Wilson  
Paul Wilson  
Tom Wilson*

*T/A  
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Debbie Ince*

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 Statesides

Date: \_\_\_\_\_

State codes

The State proposes the following new proposal:

The State and the Union agree to reconvene the Associate Aviation Consultant (class code 5672) and the Senior Aviation Consultant (class code 5598) classification meet and confer by June 30, 2009 to continue discussing the classification.

The State and the Union shall meet at least once per quarter as necessary. The State and the Union shall each be entitled to select a maximum of four (4) representatives. The State and Union shall each select its own representatives. The State agrees that the Union representatives who are CalTrans employees shall serve without loss of compensation.

If changes to the class specification becomes necessary, such changes will be done in accordance with Section 14.1 of this agreement.

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 Mrs. Agnes  
 Rev. James  
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 Mrs. Wilson  
 Mrs. Wilson  
 Mrs. Wilson

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1/25/09  
Rubbies Inc



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date \_\_\_\_\_**

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**Article and Section No: 15.1**

**Packaged Proposal**

***The Union proposes that no changes be made to the following section:***

**15.1 Appeal of Involuntary Transfer**

A. The State shall make reasonable efforts to avoid involuntary transfers. An involuntary transfer which reasonably requires an employee to change his/her residence may be grieved under article 6 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the DPA disapproves the transfer, the employee shall be returned to his or her former position; shall be paid the regular travel allowance for the period of time he/she was away from his/her original headquarters; and his/her moving costs both from and back to the original headquarters shall be paid in accordance with the DPA laws and rules.

B. An appeal of an involuntary transfer which does not reasonably require an employee to change his/her residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

C. The State shall provide a minimum of sixty (60) days written notice for an involuntary transfer which reasonably requires an employee to change his/her residence.

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SEIU 1A  
Margaret Wilson  
Brendy M  
Barbara  
Banks

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Kaye  
Mae  
Evelyn  
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Margaret  
Bentley

But





**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 20, 2008**

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**Article and Section No: 15.3**

**Proposal No: 1**

***The Union proposes that no changes be made to the following section:***

*New language for 17/21*

**15.3 Hardship Transfer**

The State and the Union recognize the importance of hardship transfers as a way of dealing with work and family issues. An employee experiencing a verifiable hardship, e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, may request a transfer to another geographic area to mitigate the hardship.

The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area. If the employee accepts a position in a lower paid classification, the State shall endeavor to reinstate the employee to their former classification and comparable salary level.

Transfers under this section shall be considered voluntary and any associated relocation costs shall be subject to the applicable DPA laws and rules.

A department shall provide in writing the reason(s) for the inability to grant the transfer.

This section is not subject to the grievance and arbitration procedure of this Contract.

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Sanders  
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**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: 16.1**

**Proposal No.: 3**

*The Union proposes the following changes be made to the following section:*

**16.1 Layoff and Reemployment**

**A. Application**

Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of economy to reduce the number of permanent and/or probationary employees (hereinafter known as "Employees") in any State agency, the State may lay off employees pursuant to this section.

**B. Order of Layoff**

Employees shall be laid off in order of seniority pursuant to Government Code sections 19997.2 through 19997.7 and applicable SPB and DPA rules.

**C. Notice**

1. The State agrees to forward a copy of the layoff plan and a copy of the SROA/Surplus list (as it relates to a potential layoff) to SEIU Local 1000 as soon as each is approved by DPA. It is understood that the layoff plan and the SROA/Surplus list may be approved at different times.

2. Employees compensated on a monthly basis shall be notified thirty (30) calendar days in advance of the effective date of layoff. Where notices are mailed, the thirty (30) calendar day time period will begin to run on the date of the mailing of the notice. The State agrees to

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Brod Willis Bull  
Don Koller 0121  
Dane Bradford 0117  
Polly Shuler 0115  
Maggie Mulder  
Renee Jones  
Lorraine Gable 0114

To  
Garcia  
9/28/08

notify the Union no later than sixty (60) calendar days prior to the actual date of layoff. The notice to the Union shall also include the reason for the layoff, the area of the layoff, the anticipated classifications affected, the total number of employees in each affected classification, the estimated number of surplus employees in each classification and the proposed effective date of the layoff.

#### D. Grievance and Arbitration

Any dispute regarding the interpretation or application of any portion of this layoff provision shall be resolved solely through the grievance and arbitration procedure.

#### E. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion in lieu of layoff pursuant to Government Code sections 19997.8 through 19997.10 and applicable DPA rules. If an employee refuses a transfer or demotion, the employee shall be laid off.

#### F. Reemployment

In accordance with Government Code sections 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which employees were laid off. Employees shall be certified from department or subdivisional reemployment lists in accordance with section 19056 of the Government Code.

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9/30/08

#### G. State Service Credit for Layoff Purposes

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Dunka BU3  
Brook Willis BU11  
Don K. Hsu BU21  
Nancy Boudreau BU17  
Randy Hales BU15  
Meredith Ullrich  
Lafayette  
Wick

Departments filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff or geographic transfer in accordance with current SROA procedures.

i. Employees who are affected by layoff, reduction in time-base or other similar circumstances under this Article will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

To  
Janae  
9/30/08  
4:06 pm

TALD  
9/30/08  
Bull  
Don Kline Br2  
Gordon Bull  
Lone Star Br17  
Horse Shirts Br15  
Maiden Melinda H  
Kuma Brow  
Horse Shirts Br4  
Lone Star Br1



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

**Article and Section No: 16.2**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**16.2 Reducing the Adverse Effects of Layoff**

Whenever the State determines it necessary to lay off employees, the State and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

ta  
J Sanders  
9/30/08  
4:06 pm

4:06 pm  
TA  
9/30/08  
UNION  
Robert Burrows BU14  
Lance Chisholm BU14  
Jerry Lawhead U21  
Goly Chiles BU15  
Margaret Miller U1  
C. D. Danks BU13  
Brad Atterbury BU11  
Dianne Burdette BU17  
Geren Jeffis BU14



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

**Article and Section No: 16.3**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**16.3 Alternative to Layoff**

The State may propose to reduce the number of hours an employee works as an alternative to layoff. Prior to the implementation of this alternative to a layoff, the State will notify and meet and confer with the Union to seek concurrence of the usage of this alternative.

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J Sanders  
9/30/08  
4:06 pm

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UNION 4:06 pm  
R. [Signature] BU 20 BUH  
L. [Signature] [Signature]  
J. [Signature] head u21  
Margaret [Signature] U1  
D. [Signature] BU 3  
Brod [Signature] BU 11  
J. [Signature] [Signature] BU 15  
Karen [Signature] BU 15



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

**Article and Section No: 16.4**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**16.4 Military Installations**

The State agrees to notify the Union at such time as the State becomes aware of federal government plans to regain jurisdiction of military installations currently loaned (or leased) to the State Department of the Military.

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J Sanders  
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UNION 4:06pm

Roy Jones BU 20  
Lavonne Gibson BU 12  
Jenny Leehead BU 1  
Margaret Hildner BU 1  
Dorcas BU 3  
Bud Willis BU 11  
Tony Shuler BU 13  
Green BU 15



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

**Article and Section No: 16.5**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**16.5 Layoff Employee Assistance Program (EAP)**

Employees laid off shall be provided services in accordance with the EAP. Such services are term limited for six (6) months from the actual date of layoff.

*to  
J Sanders  
9/30/08  
4:06 PM*

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UNION 4:06 PM*

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*Paul [unclear] BU 11  
Lance [unclear] BU 4  
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u 2/*

*Margaret U 1*

*Quincea BU 3*

*Brad Willis BU 11*

*Shy Charles BU 15*

*Karen 2/15 BU 4*





UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

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Article and Section No: 17.1

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**17.1 First Tier Retirement Formula (2% @ 55)**

A. The Union and the State agree to participate in the First-Tier retirement plan as prescribed by law.

B. The table below lists the current First Tier age/benefit factors.

AGE AT

RETIREMENT

CURRENT FACTORS

50	1.100
51	1.280
52	1.460
53	1.640
54	1.820
55	2.000
56	2.063
57	2.125
58	2.188
59	2.250
60	2.313
61	2.375
62	2.438
63 and over	2.500

*John Chapp*

*Union  
Providence  
Bridgewater  
Middletown  
Hartford  
Windsor  
Mansfield  
Farmington  
Meriden  
Danbury  
Stamford  
Greenwich  
New Britain  
Rocky Hill  
Shelton  
Waterbury  
West Hartford  
Weston  
Yorba Linda  
Burlington  
Malden  
Boston  
Worcester  
Spartanburg  
Greenville  
Rock Hill  
Columbia  
Charleston  
Spartanburg  
Greenville  
Rock Hill  
Columbia  
Charleston*

C. There are factors for attained quarter ages, such as 52  $\frac{3}{4}$ . These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the First Tier and the Modified First Tier.

D. The amount of member contributions required of employees covered under these factors continue to be five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513).

Miscellaneous and industrial members in the First Tier retirement or the Alternative Retirement Plan (ARP) subject to social security shall contribute five percent (5%) of monthly compensation in excess of five hundred thirteen dollars (\$513) for retirement. Miscellaneous and industrial members in the First Tier retirement or the ARP not subject to social security shall contribute six percent (6%) of monthly compensation in excess of three hundred seventeen dollars (\$317) for retirement.

New employees hired on or after January 1, 2007, will, after completion of participation in the ARP, be subjected to the two percent (2%) @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the two percent (2%) @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Julia Chagnon

G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new miscellaneous and industrial members hired on or After January 1, 2007, inclusive of those in the ARP.

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Kannan  
Brid with BU 11  
Allest  
Margt Malhotra BU 11  
Jury Lawhead BU 2  
N. Gupta BU 17  
G. Gupta # 4  
G. Gupta # 15  
D. Gupta # 34  
Anil Gupta # 14

John Chapman



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

CT  
2/13/09  
9:07p  
TA

Article and Section No: 17.2

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**17.2 Second-Tier Retirement Plan**

The Union and the State agree to participate in the Second-Tier retirement plan as prescribed by law.

UNION  
Ramon  
Brod Wilson Bu 11  
Allison Bu 12 Bu 14  
Margaret Melton Bu 21  
Jerry Lawhead Bu 17  
W. L. Lugo Bu 4  
L. L. Lugo Bu 15  
D. L. Lugo Bu 3  
C. L. Lugo Bu 14

Julius Chapman



**UNION PROPOSAL**  
Bargaining Units: All  
Date \_\_\_\_\_

CT 2/13/09  
9:07 PTA

Article and Section No: 17.4

Proposal No.: 1

*The Union proposes that no changes be made to the following section:*

**17.4 State Safety Retirement**

A. The Union and the State agree to participate in the State Safety retirement formula as prescribed by law.

B. The table below lists the current State Safety age/benefit factors.

AGE AT

RETIREMENT

CURRENT FACTORS

50	1.700
51	1.800
52	1.900
53	2.000
54	2.225
55 and over	2.500

*Julie Chapman*

C. There are factors for attained quarter ages, such as 52  $\frac{3}{4}$ . These improved age/benefit factors apply for service rendered on and after the effective date of the 1999-2001 MOU between the State and the Union. The improved factors also apply to past service that is credited under the State Safety retirement category.

D. The amount of member contributions required of employees covered under these factors continues to be six percent (6%) of monthly compensation in excess of \$317.

*UNION*  
*Donovan Bu 11*  
*Brandon Bu 11*  
*Greg Bu 14*  
*Margaret Nelson Bu 1*  
*Yury Haukin Bu 17*  
*NLyerla Bu 17*  
*Chloe Bu 17*  
*Haley Bu 15*  
*Charles Bu 15*  
*Wendy Bu 14*

- E. State safety members shall contribute six percent (6%) of monthly compensation in excess of \$317 for retirement.
- F. New employees hired on or after January 1, 2007, will be subject to the two and one half percent (2.5%) @ 55 retirement formula with retirement benefits based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment. Employees in employment prior to January 1, 2007, will remain subject to the two and one half percent (2.5%) @ 55 retirement formula with benefits based on the highest average monthly pay rate during twelve (12) consecutive months of employment.
- G. The State and Union agree to support legislation that changes the method of computing the average annual compensation earnable for new State safety members hired on or after January 1, 2007.

UNION  
 [Signature]  
 Bud Willis Bu 11  
 all Street Bu 14  
 Margal Malmed Bu 11  
 Jerry Lawhead Bu 17  
 N. L. [Signature] Bu 15  
 [Signature] Bu 14  
 [Signature] Bu 15  
 [Signature] Bu 14

[Signature]



UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

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2/13/09  
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Article and Section No: 17.7

Package Proposal

The Union proposes that no changes be made to the following section:

17.7 Enhanced Industrial Retirement

Eligible employees shall be covered by Government Code section 20047 "Enhanced Industrial Disability Retirement."

UNION  
Ramon Jimenez  
Bridgette Willis Bu 11  
Margaret Maldonado Bu 14  
Luis Lawhead Bu 21  
Nancy Bu 17  
Rafael #4 Bu 15  
Demetra #3 Bu 14  
Chris #1

Julius Chapman



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

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9:07p  
TA

**Article and Section No: 17.8**

**Package Proposal**

**The Union proposes that no changes be made to the following section:**

**17.8 Employer-Paid Employee Retirement Contributions**

The State and the Union agree to continue the January 28, 1985, agreement regarding the IRS ruling permitting CalPERS contributions to be excluded from taxable salary for the duration of this Contract.

UNION  
Bridget Willis BU 11  
Margaret Melton BU 14  
Lynn Law head BU 17  
Nancy #4  
Riley #3  
Diana #3  
unit 14

John Chapman





**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date \_\_\_\_\_**

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2/13/09  
9:07P  
TA

**Article and Section No: 17.10**

**Package Proposal**

**The Union proposes that no changes be made to the following section:**

**17.10 1959 Survivor's Benefits - Fifth Level**

A. Employees who are members of the CalPERS will be covered under the Fifth Level of the 1959 Survivor's Benefit, which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the MOU for this section.

B. Pursuant to Government Code section 21581(c), the contribution for employees covered under this new level of benefits will be two dollars (\$2) per month as long as the combined employee and employer cost for this program is four dollars (\$4) per month or less per covered member. If the total cost of this program exceeds four dollars (\$4) per month per member, the employee and employer shall share equally the cost of the program. The rate of contribution for the State will be determined by the CalPERS board.

C. The survivor's benefits are detailed in the following schedule:

1. A spouse who has care of two (2) or more eligible children, or three (3) or more eligible children not in the care of spouse: one thousand eight hundred dollars (\$1800).

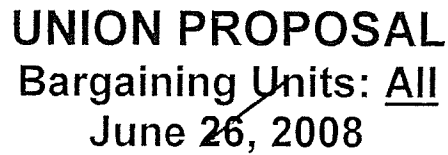
PL 17.10

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9:07p

2. A spouse with one eligible child, or two (2) eligible children not in the care of the spouse: One thousand five hundred dollars (\$1500).
3. One eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age sixty (60): Seven hundred fifty dollars (\$750).

UNION  
Rena from 1020  
Bridgette Bu 11  
Amanda Bu 14  
Margaret Moked Bu 11  
Lauri Lawhead Bu 17  
Nancy Bu 17  
Betsy Bu 15  
Amanda Bu 15  
Amanda Bu 14

John Chapman



**Proposal No.**

D. Each department shall endeavor to provide a PI employee with seven (7) calendar days but in no case less than seventy-two (72) hours

27

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E. Upon mutual agreement, a department head or designee may grant a PI employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.

F. A PI employee will become eligible for leave credits in the following manner:

1. Sick Leave - A PI employee who has completed one hundred sixty (160) hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:

a. Sick leave may be requested and taken in fifteen (15) minute increments.

16. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.

c. The administration of sick leave for PI employees shall be in accordance with article 8, section 8.2, Sick Leave.

9/22/08

2. Vacation Leave - A PI employee will be eligible for vacation leave credit with pay on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in article 8, section 8.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
- Pay the PI employee in a lump-sum payment for accumulated vacation leave credits; or
  - By mutual agreement, schedule the PI employee for vacation leave; or
  - Allow the PI employee to retain his/her vacation credits; or
  - Effect a combination of a, b, or c above.
  - A PI employee will be subjected to the provisions of article 8.1, Vacation/Annual Leave.

3. Annual Leave – A PI employee will be eligible for annual leave credit with pay, on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section 8.1C, on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment.

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J. M. P. 9/29/08  
B. M. P. 9/29/08  
C. M. P. 9/29/08  
D. M. P. 9/29/08  
E. M. P. 9/29/08  
F. M. P. 9/29/08  
G. M. P. 9/29/08  
H. M. P. 9/29/08  
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V. M. P. 9/29/08  
W. M. P. 9/29/08  
X. M. P. 9/29/08  
Y. M. P. 9/29/08  
Z. M. P. 9/29/08

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J. M. P. 9/29/08  
3:43 PM  
9/29/08

TA 9/29/08  
 [Handwritten signatures and initials: "D. [unclear]", "G. [unclear]", "James H. [unclear]", "Bud Willis Bu 11", "Chris [unclear]", "Burt", "L. [unclear]", "R. [unclear]", "J. [unclear]", "D. [unclear]", "Burt", "Bu 17"]

The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may;

- Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
- By mutual agreement, schedule the PI employee for annual leave; or
- Allow the PI employee to retain his/her annual leave credits; or
- Effect a combination of a, b, or c, above
- A PI employee will be subject to the provisions of article 8.1 Vacation/Annual Leave.

#### 4. Holidays -

- A PI employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period for observed holidays specified in article 7 of this Contract in accordance with the following chart. If a PI employee works on the holiday, the employee shall also receive his/her hourly rate of pay for each hour worked unless the provisions of article 19.2(B) apply.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0-10.9	0
11-30.9	1
31-50.9	2

TA [unclear]  
 3. [unclear]  
 9/29/08

\*Notwithstanding any other provision, an employee can only accrue up to eight (8) hours of holiday credit per holiday.

- b. When a PI employee in WWG 2 is required to work on an observed holiday, and the employee works one hundred fifty-one (151) or more hours in that pay period, the employee shall receive holiday compensation in accordance with article 7(G).

5. Bereavement Leave – A PI employee may only be granted bereavement leave in accordance with article 8, section 8.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A PI employee shall not be removed from scheduled work hours because he/she is on bereavement leave.

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J  
9/29/09  
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State Disability Insurance (SDI) – PI employees shall be covered under the SDI benefit in accordance with section 9.17.

8. Mentoring Leave – A PI employee shall be eligible for Mentoring Leave in accordance with article 8, section 8.17, Mentoring Leave.

G. Monthly paid PI employees shall be paid by the 15<sup>th</sup> of each month.

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JS  
B.43  
9/29/04



Vision Service Plan – A PI employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in one of two (2) control periods. To continue benefits, a PI employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible PI employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.

K. PI employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, COBRA.

L. Flex/Elect Program – PI employees may only participate in the Pre-Tax Premium and/or the Cash Option for medical and/or dental

1A  
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9/29/04

insurance. PI employees choosing the Pre-Tax Premium must qualify for State medical and/or dental benefits. PI employees choosing the Cash Option will qualify if they work at least one-half ( $\frac{1}{2}$ ) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

M. The call-in/scheduling of a PI employee and the hours of work an individual PI employee may receive shall be applied without prejudice or personal favoritism. Each work site shall post the PI schedule and record of PI worked per week on an ongoing and weekly basis.

hours 3:42 CLF

N. A PI employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their PI employee position by management.

O. All remaining conditions of employment that relate to the PI employee shall be administered in accordance with existing rules and regulations, unless modified by this Contract.

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JS

TA 9/29/08  
CD [Signature]  
Shuler 8-4  
John [Signature]  
Bredwell's Bu 11  
AK [Signature] Bu 14  
Miss [Signature] Bu 11  
[Signature] Bu 11  
[Signature] Bu 11  
[Signature] Bu 11  
[Signature] Bu 11



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**June 19, 2008**

to DPA CHI  
6/19/08 10:42  
AT

**Article and Section No: 18.2.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**18.2.1 EDD PI's Conversion and Ratio (Unit 1)**

spell out  
EPR/DIPR PI table  
change  
06/19/08  
JTP

The ratio over a fiscal year of EPR/DIPR PI employees to permanent full-time employees within the EDD shall be as follows:

- A. No more than twenty percent (20%) of EPRs in the Job Service Field Division will be PI.
- B. No more than fifteen percent (15%) of DIPRs in the DI Branch will be PI.
- C. No more than ten percent (10%) of EPRs in the Unemployment Insurance Division Adjudication Center, including the Special Claims Office, will be PI.
- D. No more than thirty-five percent (35%) of the EPRs in the Unemployment Insurance Claims Processing Division, which includes the UI Call Centers and Authorization Centers, will be PI.

In the event of a significant economic change which results in a change in workload or a reduction in available resources, EDD will notice the Union of this change so that the parties may meet and confer on the impact.

TAID  
06/19/08  
Ruben  
JTP  
1:39pm

TA @ 1:39pm

Paul Gonzalez-Coke  
Maurice Wilson  
Jean Stroutman-Paul  
Cherene Leffler  
Dale H. H. H. H.  
Paul H. H. H.



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date \_\_\_\_\_**

*Union*  
*7/28/08*

**Article and Section No: 19.1**

**Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**19.1 Hours of Work**

A. Unless otherwise specified herein, the regular workweek of full-time employees shall be forty (40) hours, Monday through Friday, and the regular work shift shall be eight (8) hours.

B. Workweeks and work shifts of different numbers of hours may be established by the employer in order to meet varying needs of the State agencies.

C. Employees' workweeks and/or work shifts shall not be permanently changed by the State without adequate prior notice. The State shall endeavor to give thirty (30) calendar days but in no case less than fifteen (15) calendar days notice.

D. The State shall endeavor to provide employees with at least five (5) working days advance notice of a temporary change in their workweek hours and workday. This advance notice is not required if:

1. The change is due to an unforeseen operational need; or
2. The change is made at the request of the employee.

E. Classifications are assigned to the workweek groups as shown in the Lists of Classifications attached to this Contract.

F. Workweek group policy for Fair Labor Standards Act (FLSA) -  
Exempt/Excluded Employees:

State employees who are exempt/excluded from the FLSA are not hourly workers. The compensation they receive from the State is based on the premise that they are expected to work as many hours as is necessary to provide the public services for which they were hired. Consistent with the professional status of these employees, they are accountable for their work product, and for meeting the objectives of the agency for which they work.

Following is the State's policy for all employees exempt/excluded from the FLSA:

1. Management determines, consistent with the current Contract the products, services, and standards which must be met by FLSA - exempt/excluded employees;
2. The salary paid to FLSA - exempt/excluded employees is full compensation for all hours worked in providing the product or service;
3. FLSA - exempt/excluded employees are not authorized to receive any form of overtime compensation, whether formal or informal;
4. FLSA - exempt/excluded employees are expected to work, within reason, as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. FLSA exempt/excluded employees may be

required to work specific hours to provide services when deemed necessary by management;

5. FLSA - exempt/excluded employees shall not be charged paid leave or docked for absences in less than whole-day increments. Less than full-time employees shall be charged time proportionate to their scheduled hours of work. Record keeping for accounting, reimbursements, or documentation relative to other applicable statutes, such as the FMLA, is permitted.

6. FLSA - exempt/excluded employees shall not be suspended for less than five (5) days when facing discipline;

7. With the approval of the appointing power, FLSA - exempt/excluded employees may be allowed absences with pay for one or more whole days due to excessive work load or other special circumstances without charging leave credits;

8. Subject to prior notification and management concurrence, FLSA exempt/excluded employees may alter their work hours. Employees are responsible for keeping management apprised of their schedule and whereabouts. Prior approval from management for the use of formal leave (e.g., vacation, sick leave, personal leave, personal day) for absences of an entire day or more is required.

TA'D Rp  
6:44pm  
7/28/08  
Abbu  
Jue

SEU/100 T/A  
7/28/08 6:44pm

Margaret Medel  
Cindy Hoffman  
Jen Aguilera  
Britt Johnson

Blondy  
Margaret Wilson  
Marie Anderson  
Janet Sells  
Goodkind

Guillaume Lippin  
Karen Dell  
R. L.

MacCollins  
Tadd  
Jacqueline  
Lippin  
Lippin  
Lippin



State

# UNION PROPOSAL

Bargaining Unit: All

Date: \_\_\_\_\_

## Article and Section No: 19.2

TA  
2/13/9  
9:07 pm

*The Union proposes the following changes be made to the following section:*

### 19.2 Overtime

A. Overtime is earned at the rate of one and one-half (1½) times the hourly rate for all hours worked in excess of forty (40) hours in a regular workweek and is compensable by cash or CTO if it meets the following criteria:

1. Ordered overtime of at least fifteen (15) minutes at any one time;
2. Overtime will be credited on a fifteen (15) minute basis with a full fifteen (15) minute credit to be granted if seven (7) minutes is worked. Smaller fractional units will not be accumulated.

B. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations. However, in the event that the DIR determines that this provision is inconsistent with Labor Code section 204.3, the parties agree to immediately meet and confer regarding the impact of that determination.

*John Choy*

*SEIU TA*  
*Don*  
*Adrian*  
*unit 14*  
*Pat*  
*Theresa*  
*Bridget*  
*unit 11*  
*Ken*  
*Boa*  
*Donna*  
*BU 3*  
*Jan 7 4-15*

C. Overtime must be authorized in advance, except in an emergency, by the State or its designated representative. This authorization must also be confirmed in writing not later than ten (10) days after the end of the pay period during which the overtime was worked. Each State agency shall maintain complete and accurate records of all compensable overtime worked by its employees.

D. The time when CTO may be taken shall be at the discretion of the State. When CTO is ordered, reasonable advance notice (at least 24 hours) should be provided the employee. CTO may be taken only in units of time of fifteen (15) minutes or multiples thereof.

E. CTO for employees shall be earned on a time one and one-half (1½) basis and may be authorized in lieu of cash compensation. If an employee is not allowed CTO within twelve (12) pay periods following the pay period in which the overtime was worked, payment shall be made for such overtime on the next payroll.

F. Employees may accrue up to two hundred forty (240) hours of CTO. All hours in excess of two hundred forty (240) CTO hours shall be compensated in cash.

G. Normally, an employee who has an accumulation of two hundred forty (240) hours or thirty (30) days of authorized overtime shall not be required to work additional overtime.

H. Notwithstanding any other contract provision or law to the contrary, time during which an employee is excused from work because of sick leave shall not be counted as hours worked within the

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From  
All  
1/14

Wong  
Brad  
UNIT II

Boas  
Dunne  
BUT

Sum 3475

John Chapman



workweek for purposes of determining if overtime has been earned.

~~This provision expires June 30, 2010.~~

- I. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations, except as provided in 1, 2 and 3 below.

1. Effective January 31, 2002, all time spent on required travel to an alternate worksite shall be compensated consistent with the requirements of the FLSA. For FLSA covered employees, the State shall endeavor to accommodate travel to an alternate worksite to occur during an employee's normal work hours. However, the State will also consider the business needs of the department including the costs of travel arrangements.

2. Notwithstanding the above, FLSA covered employees traveling on state business, outside of their normal work hours (as defined in FLSA) will be granted a special allowance for actual time spent traveling. Employees shall receive this special allowance equivalent to the employee's regular hourly rate on a straight time, hour for hour basis, in cash or CTO, at the discretion of the department head or designee. This is not overtime compensation and shall not be considered as time worked for calculation of overtime. This paragraph also applies to passengers in carpools, vans or other vehicles, traveling on

SEU T/A

Mr. [Signature]

APR 11 2002

R. [Signature]  
Bridgette [Signature]  
UNIT 11

TE 3021

Q. [Signature]  
BUB

Just 7 11-15

[Signature]

3. FLSA covered drivers of a carpool, a vanpool, or other vehicle traveling on state business will be compensated consistent with FLSA for purposes of overtime and shall not receive the special allowance described in 1(2) above.

SENT 1/2  
Munich Mallard  
4th 1st unit 14  
Rundown Bow  
Boudettes UNIT 11  
Bozi  
Hansen Pul 3  
J 275

*Julia Chan*



## Proposal No.: 2

### 19.3 Rest Periods

- A. An employee may be granted a rest period on State time not to exceed fifteen (15) minutes each four (4) hours of his/her work shift not to exceed thirty (30) minutes each workday. A rest period will not normally be granted during the first or last hour of the work shift. An employee shall be permitted to leave his/her work area during the rest period. Employees in twenty-four (24) hour institutions, hospitals, State Special Schools, or Developmental Centers may be required to notify their supervisors before leaving their work area and inform them of their location for the rest period.
- B. An additional five (5) minute break per continuous hour of work on a computer shall be granted to an employee in an hour when no other break or rest period has been granted. Upon the Union's request, the State shall consider permitting other employees the additional rest periods.
- C. Rest periods may not be accumulated nor may they be used to "make-up" time.
- ~~D. If a Unit 15 employee in the CDCR who has a custody control assignment is unable to take his/her individual rest period due to workload and/or lack of coverage and the supervisor provides for coverage, the supervisor will allow the employee to combine the daily rest periods into one rest period, not to exceed a total of thirty (30) minutes.~~



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 19.4**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**19.4 Meal Periods**

- A. Except for employees who are assigned to a straight eight (8) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes or not more than sixty (60) minutes which shall be scheduled near the middle of the work shift. Meal periods taken shall not be counted as part of total hours worked.
- B. When employees assigned to a straight eight (8) or more hour shift are assigned by the employer to training, a committee, task force, or a special project, an unpaid meal period of not less than thirty (30) minutes nor more than sixty (60) minutes shall be granted and scheduled near the middle of the work shift.
- C. Employees working more than five (5) hours per day, but less than eight (8) hours per day shall be entitled to a meal period of at least thirty (30) minutes. Meal periods shall not be counted as part of total hours worked.

TA/d  
9:31pm  
R/O  
Webster June  
6/25/08

SEIU 1000  
9:31pm  
T/A  
4/25/08  
Margaret Maldet  
Blondy Johnson  
Janet S. Mendenhall  
Paul Pochter  
Margaret Wilcox  
Paul Gonzalez



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

CT  
2/13/09  
9:07 PM

**Article and Section No: 19.5**

**Packaged Proposal #5**

*The Union proposes that no changes be made to the following section:*

**19.5 Set Up/Shut Down Time**

Time necessary to "set up" and/or "shut down" a State function shall be part of the employee's workday.

*[Handwritten signatures and notes:]*  
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C. [Signature]  
Unit 14  
Unit 17  
Unit 18  
Unit 19  
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**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**July 17, 2008**

**Article and Section No: 19.8**

**Proposal No.: 2**

*TA'd 7/28/08 Debbie June 6:52pm*  
**The Union proposes that no changes be made to the following section:**

**19.8 Flexible Work Hours**

*SEIU Local 1000 T/A 7/28/08 6:52pm*  
A. Upon request by the Union or an employee, the State shall not unreasonably deny a request for flexible work hours, an alternate workweek schedule or reduced workweek schedule. Employees who have flexible work hours or are placed on an alternate workweek or reduced workweek schedule will comply with procedures established by the department.

*Margaret Medel  
Indy Kaufman  
Margaret Wilson  
Todd Snell*  
B. Any denial of requests made under subsection A shall be provided in writing. A copy of the written denial shall also be sent Attn: SEIU Local 1000 Headquarters. In addition, a department head or designee may, upon thirty (30) days notice to affected employees cancel or make permanent changes to flexible work hours, alternate work schedules, or reduced work time schedules.

*Frankie  
Mavis  
Janet Sasser  
Karen Kervall*  
C. An "alternate workweek schedule" is a fixed work schedule other than standard work hours. "Flexible work hours" allows for the change of work schedules on a daily basis. "Reduced work time" is defined in Government Code sections 19996.20 through 19996.29.

*Paul Lundberg  
Paul W. Davis  
Jim Aguilar  
Paul Gonzalez-Cote  
Jacqueline MacCallum  
Markus Curley*



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

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3:50pm  
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**Article and Section No: 19.9**

**Proposal No.: 3**

*The Union proposes the following changes be made to the following section:*

**19.9 Exchange of Time Off - Multi-Shift Operations**

A. Permanent employees employed by departments with multiple shift operations may be permitted to exchange hours of work with other employees in the same classification or level (determined by the supervisor), performing the same type of duties in the same work areas, provided:

1. The employees make a written request to their supervisor(s) at least twenty-four (24) hours prior to the exchange;
2. The supervisor(s) approve the exchange; and
3. The employees exchanging time off shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential), which they would not have otherwise received.

B. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who exchanges with another employee fails to report for duty for the exchange, he/she shall be subject to repaying the actual time (hour-for-hour) of filling in behind the assignment. The State shall first use accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. In the event the employee fails to

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report for duty because of illness or injury, he/she may be required to provide medical verification in accordance with section 8.2 of this Contract.

C. An employee who fails to report for duty for the exchange and has not provided a medical verification of illness as described, shall not be allowed to participate in an exchange for one hundred eighty (180) calendar days from the date of the missed exchange.

~~D. All exchanges must occur during the same workweek.~~

D. All exchanges must occur within thirty (30) calendar days from the initial exchange.

~~E. Probationary employees are excluded from participating in exchanges of time off.~~

F. Double shifts will be permitted, consistent with departmental practices.  
~~No exchange shall result in an employee working double shifts.~~

~~E. Probationary employees are excluded from participating in exchanges of time off.~~ For Unit 15 tThe following special rules apply:

~~1. All exchanges must occur within the pay period in which the initial exchange was taken, or ninety (90) calendar days from the initial exchange, whichever is greater, and~~

~~F. 2. Double shifts will be permitted, consistent with departmental practices.~~

G. If an exchange is denied, the supervisor denying the exchange shall state the reason for the denial upon written request by the employee.

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H. This section is not subject to the grievance and arbitration article  
procedure of this Contract.

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SEIU T/A

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Margaret Wilson

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**UNION PROPOSAL**  
**Bargaining Units: All**  
**June 17, 2008**

**Article and Section No: 19.10**

**Proposal No.: 1**

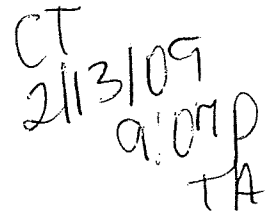
*The Union proposes that no changes be made to the following section:*

**19.10 Work In Multiple Time Zones**

When traveling into a different time zone, the first day's time is computed using the time zone in which the employee started. The time worked on subsequent days is computed by using the time zone in which the employee is working. The time worked on the return trip is computed using the time zone from which the employee departed.

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J. Sanders  
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6/20/08

Union  
Joy Phelps BU 15  
Emil Kelley BU 11  
Robert Kern BU 4  
Nancy L Lyda BU 17  
Lenny Lawhead 421  
Rickson BU 20  
Jim Stoff BU 3  
Lavene (Julie) Bu 14  
Margaret Milder 41



- D. When staff meetings, training sessions, or work assignments are scheduled on an employee's authorized day off, the employee shall be credited with a minimum of four (4) hours of work time. When staff meetings and training sessions are scheduled on an employee's





UNION PROPOSAL  
Bargaining Units: All  
Date \_\_\_\_\_

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Article and Section No: 19.12

Package Proposal

*The Union proposes that no changes be made to the following section:*

**19.12 Standby Time**

A. "Standby" is defined as the express and absolute requirement that an employee be available during specified off-duty hours to receive communication regarding a requirement to return to work and be fit and able to return to work, if required. It shall not be considered standby when employees are contacted or required to return to work but have not been required to be available for receipt of such contact.

B. Each department or designee may establish procedures with regard to how contact is to be made (e.g., electronic paging device, phone) and with regard to response time while on standby.

C. An employee who is required to be on standby status will be compensated in the following manner: for every eight (8) hours on standby, an employee shall receive two (2) hours of CTO, which may be prorated on the basis of fifteen (15) minutes CTO for each one hour of standby. Standby may not be scheduled in less than one hour increments.

D. No standby credit will be earned if the employee is called back to work and receives call back credit.

E. Standby and CTO credited as a result of standby shall not be considered time worked for purposes of qualifying for overtime.

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B. [unclear] BU 14  
M. [unclear] BU 17  
J. [unclear] BU 15  
C. [unclear] BU 14

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**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**May 23, 2008**

**Article and Section No: 19.13.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**19.13.1 Overtime Assignments for Work Week Group 2 (WWG 2)  
Employees (Unit 1)**

A. Where the use of overtime is prevalent and there are more than three (3) equally qualified employees within a work unit, the department shall establish a seniority system to request and utilize volunteers to perform overtime work from within the appropriate work area(s) and classification(s). Through the establishment of a seniority volunteer overtime system, departments will endeavor to reduce the amount of mandatory overtime, distribute overtime fairly among volunteers insofar as circumstances, security, or health and safety permit and provide employees with prior notice of possible or actual overtime assignments. However, the Union recognizes a department's right to require overtime or the completion of work in progress by the employee performing the work at the time the determination was made that overtime was necessary.

B. When assigning mandatory overtime inverse seniority shall be used insofar as circumstances, security, or health and safety permit. The special needs of employees who have documented medical problems, childcare problems, or other significant reasons which would impact on the employee's ability to work the overtime assignment(s) shall be considered.

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C. For the purpose of this section, seniority shall be defined as the same seniority as used to determine vacation accrual. Any ties shall be broken by lot.

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**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: 9/18/08**

1:35 pm

**Article and Section No: 20.1.1**

**Proposal No.: 4**

*The Union proposes the following changes be made to the following section:*

**20.1.1 Employment Development Department (EDD) Post and Bid Agreement**

Hiring for Employment Program Representative (EPR) and Disability Insurance Program Representative (DIPR) permanent full-time positions in the EDD will be based on the following:

~~Effective Date: The Post and Bid Agreement is effective upon date of ratification.~~

~~Termination Date: This agreement shall remain in effect Date: This agreement shall remain in effect until July 2, 2003 except as follows: section 15.4.1 of the Unit 1 collective bargaining agreement approved by the Legislature and Governor through Senate bill 728, Stats. 2002 shall replace this agreement within sixty (60) days of when the judgment and writ of mandate in Sacramento Superior Court Case No. 02CS00787 is stayed or overturned on appeal, and it shall remain in effect for the remaining term of the Contract.~~

**A. General Provisions**

1. When EDD decides to fill vacant EPR or DIPR positions, vacancies will be announced on the Career Opportunity Bulletin Board (COBB) DIPR and EPR Post and Bid Vacancies for Current EDD Employees using a ratio of fifty percent (50%) by



post and bid and fifty percent (50%) by other hiring methods. Human Resource Services Division (HRSD) will be the single point of contact in receiving all "Request for Position Action" documents. ~~A system will be developed by~~ The HRSD ~~to~~ will ensure fair application of the 50-50 ratio.

2. The EDD reserves the right to exempt placements from this section where there are clearly articulated operational needs. Positions subject to SROA or layoff lists, and safety transfers, Americans with Disabilities Act (ADA) reasonable accommodation requests, etc. shall come out of the department's fifty percent (50%) and thus are not available for this post and bid process. The EDD will provide a report monthly to the Union, indicating the number of exempt placements by category. Individual employee hardship transfer requests will be determined by management based on the compelling nature of the request. As used in this section, compelling is defined as: Requests to maintain the unity and continuity of the employee's immediate family unit. Examples include but are not limited to:

- (a) Marriage;
- (b) Move to a new area to accompany a spouse or domestic partner who has changed the location of his or her employment;
- (c) Documented need to provide care for a family member where a change of employee's residence is required;
- (d) Documented circumstances which require the employee to leave the area to avoid physical harm or injury at the

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hands of an abusive spouse, family member or other individual; or

(e) Employee's legal obligation requiring that he/she relocate to another area.

3. Each employee is responsible for checking the posting of positions on the COBB DIPR and EPR Post and Bid Vacancies for Current EDD Employees.

4. Employees being reassigned under this section waive any rights to claim moving and relocation expenses. This does not preclude payment of such expenses, at management's discretion.

5. ~~EPRs shall be eligible to bid on DIPR positions. DIPRs shall be eligible to bid on EPR positions.~~

#### B. Eligibility to Participate in Post and Bid

1. Employees must be currently employed by EDD, either in the EPR or DIPR classification and have permanent civil service status in the class.

2. The PI employees must either meet the requirements of Rule 277, or have reinstatement rights to a permanent position, to be eligible to participate in the post and bid process.

3. Bidders must meet all requirements of the posted position, including any special requirements (e.g., language skills, Veterans status, etc.).

4. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal, or performance evaluation material to the contrary, the employee's performance shall be deemed satisfactory.

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5. An employee who has an adverse personnel action with an effective date within ~~For the~~ twelve (12) calendar months ~~preceding onset of the bid process an employee who has an adverse personnel action which~~ relates to the employee's job performance will be precluded from participation in the bid process.

#### C. Seniority Provisions

1. For the post and bid process, seniority is defined as total months of State service. When two (2) or more employees apply for a specific position and have equal State seniority, the tie shall be broken in the following order: total months of service with EDD, then total in-class seniority, then by lot.
2. The EDD shall prepare ~~provide a combined~~ seniority lists of EPRs and DIPRs every February 15th, (reflecting seniority information current as of January 1) and every August 15th (reflecting seniority information current as of July 1st). This information will be provided ~~on a computer disk~~ electronically to SEIU Local 1000. An updated paper copy shall be made available at all EDD worksites every six (6) months.
3. EDD will distribute the seniority list defined above at each worksite employing EPRs and DIPRs.
4. The lists above as modified by any successful protest(s) shall be the sole determinants of seniority for post and bid selections during the respective bidding periods.

#### D. Posting Process

1. The EDD shall post vacancies on the COBB DIPR and EPR Post and Bid Vacancies for Current EDD Employees,

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consistent with current practice, for ten (10) calendar days. This posting shall state the following:

- The opening date and closing date and time to apply for the vacancy;
- The location of the vacancy;
- Description of the vacant position including the duties, responsibilities and requirements of the position.
- The Single Point of Contact (HRSD) to whom the bid is to be sent; and
- ~~Whether the position is to be filled by post and bid or by other hiring methods.~~

2. The EDD shall provide SEIU Local 1000 with a copy of the COBB DIPR and EPR Post and Bid Vacancies for Current EDD employees posting at the same time they are distributed ~~on the COBB.~~

#### E. Bidding Process

1. For post and bid positions, the employee must submit his/her bid for a vacant position on a form provided by EDD.
2. Employees who have been selected through the post and bid process are precluded from bidding on any position for a period of one (1) year from the date they were finally "awarded" a position.

#### F. Post and Bid Selection Process

1. The most senior eligible employee meeting the requirements as described in the Eligibility To Participate in Post and Bid section, supra, will be selected for a position.

TH'd  
9/18/08  
Deborah June

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2. The tentative "awarding" of the position will be announced on the GOBB Disability DIPR and EPR Post and Bid Vacancies for Current EDD Employees within five (5) working days after the bidding process is closed. The notice will include the employee's name and seniority score.
3. The protest period will be three (3) working days from the date the tentative "award" is posted on the GOBB DIPR and EPR Post and Bid Vacancies for Current EDD Employees. Employees selected under the terms of this section shall have eight (8) working days after the bidding process is closed in which to accept or reject a job offer unless otherwise agreed by the hiring supervisor.
4. The final award will be announced on the GOBB DIPR and EPR Post and Bid Vacancies for Current EDD Employees within five (5) working days from the end of the protest period.
5. The employee will be expected to report to his/her new position on a date selected by EDD. Consideration will be given to employee and management needs in selecting the reporting date. The reassignment must be completed within ~~sixty~~ <sup>thirty (30)</sup> calendar days of the date the employee accepted the award. <sup>3:37 pm</sup>
6. Employees who bid on the position shall not be required to interview for the position.

#### G. Miscellaneous Provisions

1. The EDD will provide training deemed necessary by EDD for the employee to be successful in the new job.
2. Whenever no bids are submitted for a position opening or whenever no employee submitting a bid is eligible for





**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**May 23, 2008**

**Article and Section No: 20.2.1**

**Proposal No.: 1**

*The Union proposes to delete the following section:*

**~~20.2.1 Pilot Post and Bid (Unit 1)~~**

~~This Pilot program expired with the 2003/2005 MOU on June 30, 2005 and is no longer applicable. However, the parties agree to retain the provision as an instructional guide in meeting the terms of the September 15, 2005 Arbitration Settlement Agreement between the parties regarding grievances 04-01-0218, 04-04-0218, and 04-11-0026. Any disputes of the Settlement Agreement regarding implementation and/or completion shall be processed according to the process outlined in the Settlement Agreement.~~

~~In regard to Post and Bid, section 15.3.1, if any party pursues legal action regarding the constitutionality of this section, the State and the Union agree to jointly participate in the defense against any litigation.~~

~~Effective Date: This pilot Post and Bid proposal takes effect ninety (90) calendar days following ratification by the Legislature and the Union's membership, unless otherwise indicated by the terms of the proposal.~~

~~This section shall remain in effect for the term of the Contract except as follows: section 15.3.1 of the Unit 1 collective bargaining agreement approved by the Legislature and Governor through Senate Bill 728, Stats. 2002, shall replace this agreement within sixty (60) days of when the judgment and writ of mandate in Sacramento Superior Court Case~~

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No. 02CS00787 is stayed or overturned on appeal, and it shall remain in effect for the remaining term of the Contract. Should the Court of Appeals only partially invalidate section 15.3.1 in Case No. 02CS00787, the Saving Clause in article 5, section 5.4 shall be operative.

During the life of the pilot program, a Post and Bid Joint Labor/Management Committee shall be established. The committee will be comprised of three (3) Union and three (3) management representatives. Union representatives shall be chosen by the Union and management representatives shall be chosen by management. The committee will meet at least quarterly to review how the process is working and make recommendations to adjust the process but not the concept of this pilot post and bid program. Unless mutually agreed otherwise, this pilot program terminates with expiration of the Contract.

When a department decides to fill a full-time permanent position, selection will be based on the following criteria, using a ratio of fifty percent (50%) by post and bid and fifty percent (50%) by other hiring methods. This section shall apply to the following classifications and departments:

**Class**

<b>Code</b>	<b>Classification</b>	<b>Department</b>
5284	Associate Budget Analyst	Dept. of Education
8690	Business Tax Representative	Board of Equalization
4177	Accountant I, Specialist	Dept. of Corrections
9485	Apprenticeship Consultant	Dept. of Industrial Relations
9210	Workers' Compensation Consultant	Dept. of Industrial Relations
4640	Environmental Planner	Dept. of Transportation
4101	Financial Institutions Examiner	Dept. of Financial Institutions
9513	Fair Employment & Housing Consultant I	Dept. of Fair Employment & Housing
9511	Fair Employment & Housing Consultant II	Dept. of Fair Employment & Housing

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1360	Information Systems Technician	Franchise Tax Board
1353	Computer Operators	Franchise Tax Board
5278	Management Services Technician	All departments, excluding EDD
4582	Accounting Analyst	State Controllers Office
5203	Retirement Program Specialist I	CalPERS
5373	Public Participation Specialist	DHS Toxic Substance Control
8001	Health Facilities Evaluator I	Dept. of Health Services
7127	Business Enterprise Consultant I	Dept. of Rehabilitation
8662	Patient Benefit & Insurance Officer I	Veterans Affairs
1303	Personnel Specialist	All departments, excluding EDD
4546	Accounting Officer	CA State Lottery
4177	Accountant I	CA State Lottery
4588	Associate Accounting Analyst	CA State Lottery
1787	Key Account Specialist, CA State Lottery	CA State Lottery
9069	Marketing Specialist, Lottery	CA State Lottery
9067	Marketing Analyst I	CA State Lottery
9068	Marketing Analyst II	CA State Lottery
0684	Fruit & Vegetable Quality Control Inspector	Dept. of Food & Agriculture

~~Staff Services Analyst and the Associate Governmental Program Analyst will be added upon completion of the class study. If the study is not done by June 30, 2004, the State and the Union shall meet to jointly pick classes to be added with an approximately equal number of employees. If other classes are chosen, the Staff Services Analyst and the Associate Governmental Analyst will not be added to Post and Bid.~~

~~The state may consider additional classes to be added by June 2004.~~

#### ~~A. Eligibility to Bid~~

- ~~1. To be eligible to bid employees must already be employed by the department with the posted position and meet one of the following:~~

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- ~~a. Currently have permanent full-time civil service status in the same civil service classification as the posted position; or~~
- ~~b. Currently have PI civil service status in the same civil service classification as the posted position and meet the eligibility criteria for a time base change under SPB rule 277.~~
- ~~5. Employees who are on probation or on an official Training and Development (T&D) assignment are not eligible to bid.~~
- ~~6. Employees must meet the qualifications stated on the bid notice and possess the physical abilities to perform the essential functions of the posted position.~~
- ~~7. Employees must have overall satisfactory performance in their current job. In the absence of any current annual performance appraisal or performance evaluation material to the contrary, the employee's job performance shall be deemed satisfactory.~~
- ~~8. For the twelve (12) calendar months preceding onset of the bid process, an employee who receives an adverse action which relates to the employee's job performance will be precluded from participation in the bid process.~~
- ~~9. An employee who successfully bids pursuant to this section is precluded from bidding on any position for a period of twelve (12) months from the date appointed to the position. When an employee has two (2) or more bids pending and accepts an offer, all outstanding bids shall be deemed withdrawn. The employee shall notify the contact person(s) for those outstanding bids.~~
- ~~10. An employee who declines the offered position pursuant to this section is precluded from bidding on any position for a~~

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~~period of three (3) months from the date the position was declined.~~

~~B. Exclusions~~

- ~~4. Mandatory Placement: This article shall not apply when an employee must be placed by mandatory reinstatement, placement of employee subject to layoff, SROA/Surplus lists, proper placement such as but not limited to, reasonable accommodations, ADA, workers compensation, limited duty, FMLA, hardship transfer.~~
- ~~5. This article does not preclude management from transferring employees or denying an employee's transfer for verifiable security, safety or other job related reasons (e.g., restraining orders, violence in the workplace, court orders).~~
- ~~6. The State reserves the right to assign/reassign employees where needed, under certain circumstances, such as, but not limited to emergencies, reorganizations, budgetary constraints or extreme operational needs. This section shall not be used to circumvent the Post and Bid process.~~
- ~~7. The above exclusions do not count as part of the 50%/50% ratio.~~

~~C. Bid Notice Posting~~

~~Bid notices shall be posted for a period of no less than ten (10) calendar days where job announcements are normally posted, (e.g., VPOS, intranet, department internet sites, personnel offices, bulletin boards, etc.).~~

~~D. Bid notices shall at a minimum include:~~

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*Mr. [unclear] [unclear] [unclear]*

- ~~1. The classification of the posted position;~~
- ~~2. Department, section and geographic location;~~
- ~~3. A statement of duties outlining:
  - ~~a. The duties of the position;~~
  - ~~b. Required technical and professional skills and abilities;~~
  - ~~c. Any educational or certificate requirements;~~
  - ~~d. The physical abilities required to perform the essential functions of the posted position; and~~
  - ~~e. Any specific departmental requirements, including, but not limited to bonding, fingerprinting, background checks, medical clearances.~~~~
- ~~4. The final date by which bids must be received;~~
- ~~5. Locations where bid forms may be acquired;~~
- ~~6. The personnel office or designated location to which the bids are to be submitted;~~
- ~~7. The name, telephone number and e-mail address of a departmental contact person who can provide additional information about the position;~~
- ~~8. The window period in which an employee needs to be available for contact; and~~
- ~~9. Any differentials that may apply to the position or a statement that no differentials exist.~~

E. Bid Submittal

~~Eligible employees may bid for posted positions by submitting a completed bid form provided by the department. Bid forms must be received on or before the date specified in the posted bid notice.~~

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## F. Seniority

1. ~~For purposes of this section "seniority" is defined as total months of State service as used for vacation/annual leave accrual purposes. When two (2) or more employees apply for a specific position and have equal State service seniority, the tie shall be broken as follows: total months of State service within the department of the posted position, then by lot.~~
2. ~~Seniority will be based on the employee's seniority as of the beginning of December 2002 pay period. A new seniority list shall be calculated each December thereafter.~~
3. ~~The seniority list shall be made available upon request to all employees.~~
4. ~~Any challenge to an employee's seniority score must be filed within thirty (30) calendar days of the list becoming available.~~
5. ~~The seniority list, as modified by any successful challenge, shall be the sole determinant of seniority for Post and Bid selections until a new list is developed.~~

## G. Selection

1. ~~All bidders must satisfy the eligibility to bid criteria in subsection A.~~
2. ~~Selection will be based on the departmental geographic area (geographic region, institution, program, division, etc.). The most senior bidder, if any, within the departmental geographic area shall be offered the position. If no employee from the departmental geographic area bids, then the most senior bidder in the department shall be offered the position.~~
3. ~~If the most senior bidder within the appropriate pool declines the position, then the procedure continues by offering the position to the next most senior bidder until there are no bidders left. When~~

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~~there are no bidders left, management may then fill the posted position through any other means. Positions filled by any other means count as if filled by the Post and Bid procedure.~~

~~4. The individual selected under the terms of this article shall have a maximum of five (5) workdays from date of contact to accept or reject the offer unless the appointing power agrees to more time. Failure to respond to the contact person within the time frame allowed shall be considered a rejection of the offer by the employee.~~

~~5. The individual selected will be expected to report to the new position in no less than fourteen (14) calendar days unless agreed otherwise by the current and hiring supervisor. The start date must be effective within thirty (30) calendar days of the date the employee accepted the position. If a position requires additional hiring approval, such as, but not limited to, medical clearance, fingerprinting, bonding, or background checks a conditional job offer will be made and the report date will be established based on approved clearance dates.~~

~~H. Bidding employees who accept appointments waive any and all rights to claim moving, relocation and associated travel and per diem expenses. This does not, however, preclude payment of such expenses in whole or in part at management's discretion.~~

~~I. The department will notify all bidders of the bid award in writing, including name, seniority score and pool of the winning bidder within five (5) days of awarding the bid.~~

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J. ~~Thirty (30) Day Trial Period~~

~~Within thirty (30) days of appointment:~~

- ~~4. All successful bidders have the right to a "no-fault" return to their former position (as defined in Government Code section 18522).~~
- ~~5. Management reserves the right to return a successful bidder to their former position (as defined in Government Code section 18522) for verifiable reasons. Such return shall be "no-fault" and the position shall be re-bid. The employee's right to bid shall be restored.~~

K. ~~Dispute Resolution~~

~~Employees who dispute the appropriateness of the bid award for the posted position may file a written protest. The protest shall be filed within five (5) workdays after receipt of the notification provided under section I, above. Protests shall be filed with the Post and Bid Joint Resolution Committee, on a form provided by the department.~~

~~The selected bidder's appointment date will be put on hold. The Post and Bid Joint Resolution Committee has ten (10) workdays to issue a decision in writing to the person filing the dispute. The Post and Bid Joint Resolution Committee shall be comprised of two (2) persons appointed by the appointing authority/department that has the position and two (2) persons appointed by the Union respectively. Disputes will be resolved by a majority vote. A tie will be broken by lot. If the decision is found in the favor of the complainant, the selected bidder will be notified and the decision will be final and not precedential.~~

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~~L. Each appointing authority shall maintain sufficient data to track and verify compliance with this provision. Such information shall be maintained by the appointing power for three (3) years and shall be made available to the Union upon request.~~

TA 12<sup>43</sup> PM  
SEIU 1000

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Jue

Margaret Melder  
Unit 1  
Chair

Margaret Wilson  
Unit 1 member

Ralph Hawkins

Brendy Pherson

Brendy Mott

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UNION PROPOSAL  
Bargaining Unit: Unit 1  
Date: \_\_\_\_\_

5:13pm  
8/25/08

Article and Section No: 21.1

Proposal No.: 1

*The Union proposes no changes to the following section:*

21.1 Telecommute/Telework Program

A. Telework is defined as performing work one or more days per pay period away from the work site to which the employee is normally assigned. Such locations must be within a pre-approved work space and during pre-approved work hours inside the teleworker's residence, telework centers, or other offices of the State, as approved pursuant to the department's telework policy and guidelines.

B. Where operational considerations permit, a department may establish a telework program. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group, as described in the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992.

C. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.

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D. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet and confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program. Items of discussion may include concerns of layoff as a result of a telecommuting/telework program, performance or productivity expectations or standard changes; access to necessary office space in the State work sites on non-telecommuting days; and equipment, supplies, phone lines, furniture, etc.

E. Upon written request, no more than once each fiscal year, representatives of the DPA will meet with three (3) representatives of SEIU Local 1000 to discuss improvements to the Telecommuting Work Option: Information Guidelines and Model Policy, June 1992. Union representatives shall serve without loss of state compensation for this meeting.

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Kudermott

Paul R. ?  
Cindy  
Marlene  
Margaret  
Haven  
Jacqueline  
Tad  
Sandy  
Bobby  
Dianne  
Harden



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: 21.2**

**Proposal No.: 5**

*The Union proposes the following changes be made to the following section:*

**21.2 Electronic Monitoring**

- A. If an employee believes that the State's use of current or future technology is being used for the purpose of harassment he/she may grieve such action under article 6.
- B. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole reason for discipline.

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**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

To: DPA  
10:07 am  
6/25/08

**Article and Section No: 21.3**

**Proposal No.: 1**

***The Union proposes that no changes be made to the following section:***

**21.3 Class A and Class B Commercial Driver's License**

**A. Training**

Each department, at the request of an employee required to upgrade his/her current driver's license to a Class A or Class B commercial driver's license and appropriate endorsements will make available to the employee any information prepared by the DMV covering the commercial driver's license examination and any video training programs, relating to the obtaining of a commercial driver's license, which become available to the State.

**B. Medical Examinations**

1. The State agrees to pay the cost of medical examinations for employees required to have either a Class A or Class B driver's license, provided the employees either receive their exams from a contractor physician or clinic, or are specifically authorized in advance to be examined by their personal physician, and to be reimbursed for the cost upon presenting a voucher from the examining physician.
2. The State will pay the cost of a second medical examination and/or referrals by the examining physician, not to exceed the cost of the first medical examination provided that:
  - a. The employee fails the first medical examination, or the certification submitted is not accepted by DMV; and

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- b. A second medical examination is authorized and conducted; and
- c. The second medical certification is accepted by DMV. The State will not reimburse the employee for a second medical examination that sustains the results of the first. Costs for additional medical reexamination shall be the responsibility of the affected employee.

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### C. Fee Reimbursements

1. Each department will reimburse a permanent employee for filing and examination fees associated with obtaining the appropriate commercial driver's license and endorsement(s) if the employee is: (1) in a classification that requires the operation of equipment which requires either a Class A or Class B commercial driver's license and any endorsement(s), or (2) the classification designated by the department requires the employee to upgrade his/ her driver's license to a Class A and/or Class B commercial driver's license and any endorsement(s), or (3) in a classification where a Class A and/or Class B commercial driver's license is an additional desirable qualification, provided:
  - a. The employee is authorized at least ten (10) workdays in advance by his/her supervisor to take the examination;
  - b. The employee has a valid, current medical certification acceptable to DMV;
  - c. The employee successfully passes the required examination and is issued the license and appropriate endorsement(s).

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3. The State will not pay any additional cost incurred as a result of an employee's failure to pass the written and/or performance test within the opportunities allowed by the original application fee.

4. Reimbursement for commercial driver's license fees will be for that portion of the commercial driver's license fee (including the cost of endorsement(s) required by the appointing power) which exceeds the cost of the regular noncommercial Class C driver's license, provided the employee applies for the required license and any required endorsement(s) simultaneously. If an employee fails to take all required extras simultaneously, reimbursement will not exceed the cost that would have been incurred had the tests been taken simultaneously.

D. Release Time for Class A and/or Class B Commercial Driver's License and Medical Examination

1. Upon ten (10) workdays advance notice to the department head or designee, the department shall provide reasonable time off without loss of compensation for a permanent employee required to take the Class A and/or B commercial driver's license examination and related medical examination(s), provided:

- a. The examination is scheduled during the employee's scheduled work hours; and
- b. The examination does not interfere with the operational needs of the department.

(MC)

2. If the employee's examination is rescheduled by the examining physician or by DMV, the employee shall be granted reasonable release time for the subsequent date, in accordance with the requirements specified above.
3. Upon ten (10) workdays advance notice the department will allow the employee to use a State owned or leased vehicle or equipment appropriate for the Class A and/or Class B commercial driver's license examination. It is understood by the parties that use of the equipment or vehicle may be delayed for operational reasons.

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Margaret Milledent  
Lynell  
Paul  
Rodarte  
for Agent

Jacqueline McCallum

Paul Gonzalez Coto  
Cindy Kaufman  
Margaret Wilson  
Tad Sullivan  
Brenda  
Maurice

Janet Saccubandona  
Karen DeValle  
Aimee



## Package

## 21.4.1 Call Centers (Unit 1)

A call center is the central point of contact for an organization and is responsible for providing customer service in the forms of information, service requests and problem solving.

Training is essential to the creation and maintenance of an effective Call Center.

1. Training programs for new employees shall be pre-defined programs of classroom and on the-job-training. Training shall cover at least: (1) the role of the call center within the department; (2) telephone technique; (3) procedures; (4) all subject matters that an employee is expected to handle and (5) shall be trained on how to properly escalate problem callers (6) and ergonomic training.

2. Prior to new procedures, laws or policies going into effect the department shall provide instruction and/or information sufficient for the employee to implement the change(s). Refresher training shall be provided at least annually and shall include a classroom component to the degree possible.

Upon request, upward mobility training and information shall be provided to all call center employees.



4. Procedural guidelines and reference materials addressing common questions, services and transactions shall be provided and shall be readily accessible to all call center employees.

C. Ergonomics:

An ergonomically sound environment is essential to the health and welfare of all call center employees.

1. Departments shall perform a general ergonomic evaluation of each call center. Each call center shall provide notification of the ergonomic evaluation to each employee, along with a copy of an ergonomic evaluation request form, at least two (2) weeks prior to the ergonomic evaluation. Supervisors shall give the completed employee ergonomic evaluation request forms they receive prior to the evaluation to the ergonomic evaluator for review. The ergonomic evaluation shall, if possible, be done in conjunction with the ergonomic training described below.
2. Each call center shall provide the Union with a copy of the final ergonomic evaluation report within thirty (30) days after the evaluation is performed. Call centers shall implement any reasonable and feasible evaluation recommendations within ninety (90) days of the completion of the evaluation.
3. Upon the Union's request, departments shall meet to discuss the ergonomic evaluation and recommendations related to call centers.
4. Departments shall provide ergonomic training to all employees assigned to each call center. The training will consist of an explanation and demonstration of the proper way to set up an individual workstation to prevent fatigue and injuries, instruction on the positions and movements that can lead to repetitive

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Call Center  
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M. J. [Signature]

trauma injuries, and information on how to obtain further ergonomic assistance. Each year the training will be given at least once.

5. The employee may make a request to his/her supervisor for an ergonomic evaluation at any time. The employee shall document the concern and the request for evaluation on a form provided by the supervisor. In the event the ergonomic concern is not resolved at the supervisor's level, the supervisor shall send the ergonomic evaluation request form to the "Risk Management Department" for evaluation within five (5) working days after non-resolution of the problem. "Risk Management" shall reply in a reasonable time.
6. Every employee assigned to a call center will also be given access to the booklet, "Safe and Healthful Workstation Guide".

D. Headsets:

Call Centers shall accommodate reasonable requests for an employee's choice of headsets.

E. Call Monitoring:

1. Call monitoring shall be used for training and development purposes. Telephone lines designated for personal use shall not be monitored. Monitored calls shall not be used for discipline purposes unless the behavior is of a serious nature.
2. Pursuant to the entire agreement clause, a department and the Union shall meet and confer over the establishment or modification of monitoring guidelines appropriate to each call center, prior to implementation.

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3. Employees shall be notified before monitoring of their calls begin. Any employee whose calls are monitored shall promptly be given a copy of any report generated and feedback on every call monitored.

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F. Other

1. Appropriate call center technology should be applied.
2. 19.3(B) of the SEIU Local 1000 Master Contract shall be applied to all call center employees.
3. The state shall notify the Union prior to the creation of any new call center and/or the selection of any new technology. The State shall endeavor to notify the Union 180 days, but no less than sixty (60) days, prior to implementation of automation or technological changes that will result in a significant impact on bargaining unit employees.
4. The state shall train all Call Center managers/supervisors sufficiently so that they can: (1) perform the duties of their staff(s); (2) adequately train employees; (3) provide constructive criticism on how to more effectively carry out their duties; (4) handle escalated calls.
5. These recommendations do not commit the State or any State department to the expenditure of unbudgeted funds.

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SEIU TA  
Cindy Kaufman  
Claudia Garibay  
Amy M. Meli  
Government  
Margaret Wilson  
John Stevenson

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Brenda M. Mac  
Jacqueline McCallum  
Paul Prohaska  
Maxine Curley  
Cynthia  
Maurice  
Teresa Sall  
Karen J. Gable

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The RESD is responsible for developing and implementing planning and design standards and determining space needs for state owned and leased facilities. The following table delineates the maximum space allowances and space types for each job category. The allowances indicate net square feet and do not include space for circulation and special requirements outside the office/workstation space. These standards are general guidelines and can be modified and developed to meet job requirements of individual agencies and their employees.

Once an agency's design standards and space allocations have been developed and approved by RESD, any modifications must be reviewed and approved by RESD.

State Space Allowance Standards		Maximum Net Square Feet by Space Type				
Job Category	Examples of Typical Job Titles	**CF Private	**CF Open	**CF Group	**MSF Open	**MSF Group
Executive	Cabinet Secretary, Agency Administrator, Board Chairperson, Department Director, Commissioner	300				
Administrators	Deputy Director, Assistant Director, Executive Secretary, Department/ Division Chief, Branch/Office Chief, Board Member	200				
Managers*	Bureau Chief, Deputy - or Assistant Chief, section Head	150				
*	Dept. Administrative Officer or Fiscal Officer, middle managers	150	150		112	
Supervisors*	Supervisor of large unit (10 or more)		125		96	
	Supervisor of small unit (9 or less), Asst. Unit Supervisor, First-line Supervisors		110		96	

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Attorneys***	Attorney	150	100	100	80	80
Technical Professionals	Architect, Engineer			100	80	80
	Analyst, Accountant, Social Service Worker, Business Service Officer, Correctional Officer, Referee		100	100	64	64
Working Professionals			75		64	
Clerical Supervisors*	Clerical Supervisor		75	60	64	40
	Account Clerk, Office Technician, Office Assistant, Stock Clerk					
Clericals						

\*THE NEED FOR PERIODIC PRIVACY AND CONFIDENTIALITY SHOULD BE CONSIDERED DUE TO PERSONNEL/LABOR RELATIONS ISSUES THROUGH THE EFFECTIVE WORK STATION LOCATION, CONFIGURATION OR PLACEMENT OF QUIET ROOMS.

## \*\* Definition of Terms

### CF

Conventional Furniture: Freestanding furniture used to make up a workstation, whether in traditional or open office design.

### MSF

Modular Systems Furniture: System of interconnecting acoustical panels and hang-on components used to make up a workstation. Used in open office design.

### Private

One person, individual, hardwall constructed office for classifications indicated. The RESD staff is available to work with agencies to prepare justifications for exceptions to these standards.

Open Office design with a minimum of private offices. Emphasizes flexibility of reconfiguration, uses MSF or screens and conventional furniture.

Group Hardwall constructed office or MSF workstation with two (2) or more persons sharing the working area. Used with compatible work functions.

Throughout the design process, RESD Space Planners shall work with the client to establish allocations of personal and programmatic storage and file space for each employee as appropriate to the selected strategies.

\*\*\* Applies to Trial Attorneys only, unless justification is submitted to RESD for review and approval.

### C. Alternative Office Strategies

State Administrative Manual (SAM) section 1321.15 (Revised 1/23/02)

The RESD shall assist agencies/departments in the design of office space through the use of appropriate Alternative Officing (AO) methodologies to better utilize existing and proposed space and to support employee alternative work schedules. AO strategies are:

Universal Plan Standardized design of workstation area that allows departments to move people rather than furniture.

Team Space Open workspace arrangement involving workstations with fewer, lower partitions to facilitate communication and collaboration.

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Shared Workspace

Two (2) or more employees sharing a single, assigned workspace either during the workday or on different shifts or schedules.

Teleworking

Employees work at home, field offices or designated

Teleworking Centers

One to five (5) days a week on either a formal or informal schedule.

Satellite Office

A full service office location used by full-time employees living nearby.

Free Address

Non-dedicated, unassigned workspace at an agency/department location available to the employee on a first-come, first served basis.

Hoteling

Non-dedicated, unassigned workspace at an agency/department location reserved by the employee via a designated coordinator, on an as-needed basis.

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Brandi Wilson  
Carol Wilson  
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Gina Wilson  
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**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**May 23, 2008**

**Article and Section No: 21.6.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**21.6.1 Hearst Castle Night Tours (~~Unit 1~~)**

A. Guides in all categories will be required to work up to a maximum of ~~twelve~~ (12) evening tour shifts per fiscal year.

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A. Guides will be assigned evening tour shifts based on the current scheduling procedures.

B. A volunteer pool will be established and used as follows:

1. Guides will be polled in July of each year as to whether they wish to volunteer beyond the maximum ~~twelve~~ (12) evening tour shifts.

2. When needed, Guides who have volunteered will be placed on the schedule based on their total monthly hours excluding hours worked in evening tour shifts. The Guide with the least number of monthly hours will be scheduled first.

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C. If the evening tour shifts cannot be covered by A and B above, Guides will be assigned to the schedule based on the same seniority guidelines used for preferred day off requests. Except that, the Guide with the lowest seniority will be assigned first, second lowest will be assigned second, etc.

D. Scheduled shifts that include an evening tour shall not be counted towards monthly hours totaled for the purpose of add-ons and call-

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*Paul Gonzalez-Coke*

ins. These hours shall be recorded on the schedule in blue. These hours shall be counted towards the maximum yearly hours, not to exceed ~~one thousand five hundred~~ (1,500) hours.

- E. Guides working an evening tour will not be scheduled for their next shift within ~~ten~~ (10) hours of their ending evening tour shift, unless mutually agreed upon between the supervisor and guide.

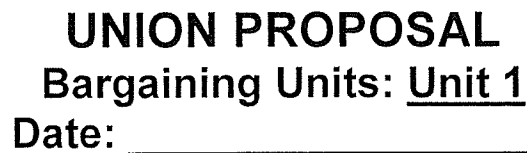
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- F. Additionally, any shift of less than five (5) hours shall not be counted towards monthly hours totaled for the purpose of add-ons and call-ins. These hours shall be recorded on the schedule in blue.

- G. Should the department determine that the above does not meet the needs of the department, the department and SEIU Local 1000 mutually agree to meet and confer over the impact of any proposed change.

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## Proposal No.: 1

No appointing power shall negotiate independently with rank-and-file employees via committee action any agreement that is in conflict with the terms and conditions established by the provisions of this Contract.

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Guinevere McCollum  
Charles Curley  
Paul Gonzalez  
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Luffa

TA'd  
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7/17/08



following matters: discrimination under the California Fair Employment and Housing Act (Part 2.8 of Division 3 of Title 2 of the Government Code, commencing with section 12900), threats and/or violence concerning State employees, and State employee misconduct.

Grievances related to this section can only be processed through Step 3 (DPA) of the grievance, arbitration and ~~AWOL~~ procedures article of this Contract.

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Karen DelValle  
Todd Allen

Gina  
Margaret Wilson  
Brendy Mot

Carly Harts  
Aimee Lusk  
Jim Aguirre  
Dace  
Brandy Johnson



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**May 23, 2008**

**Article and Section No: 21.9.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**21.9.1 Business Cards (Unit 1)**

- A. When the State determines that Unit 1 employees in public contact positions need to be identified as State employees, the State shall provide the employee with standard business and/or identification cards at no cost to the employee.
- B. Business cards and identification cards remain the property of the State and are to be used only for official State business. Employees may be required to return such identification cards to the appointing power upon their separation from the State or upon their transfer to another appointing power.

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Brandy Johnson



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**May 23, 2008**

**Article and Section No: 21.10.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**21.10.1 Incompatible Activities (Unit 1)**

A State officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a State officer or employee.

Each department shall determine, subject to approval of the DPA, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as State officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- A. Using the prestige or influence of the State or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- B. Using State time, facilities, equipment, or supplies for private gain or advantage.
- C. Using, or having access to, confidential information available by virtue of State employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.

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- D. Receiving or accepting money or any other consideration from anyone other than the State for the performance of his/her duties as a State officer or employee.
- E. Performance of an act in other than his/her capacity as the State officer or employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit or enforcement by the officer or employee.
- F. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee consistent with the DPA guidelines (Reference Code 85-05).
- G. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his/her full time, attention, and efforts to his or her State office or employment during his/her hours of duty as a State officer or employee. When an appointing power determines there is a need to establish a new incompatible activity statement or add to or alter an existing incompatible activity statement, the Union will be notified and given an opportunity to meet on the proposed incompatible activity statement with the appointing power. An employee may request that

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the appointing power grant an exception to the prohibitions on outside employment contained in the applicable incompatible activity statement. If the exception is denied, it shall be reviewed, upon request by the employee, by a committee composed of two (2) representatives of the appointing power and two (2) representatives of the Union. The committee will issue a recommendation within fifteen (15) calendar days to the department head or designee for decision. The department head or designee shall issue a written final decision within fifteen (15) calendar days.

TA'd R/O  
06/13/08  
11:02am  
Deborah Jure

Deborah Jure  
Mary Gore  
#2



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

CT  
2/13/09  
a:07 p  
TA

**Article and Section No: 24.1**

**Package Proposal**

*The Union proposes that no changes be made to the following section:*

**24.1 Entire Agreement**

UNION  
Bargaining Unit #1  
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Bargaining Unit #99  
Bargaining Unit #100

A. The parties acknowledge that during the negotiations which resulted in this Contract, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Contract. Any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters is hereby superseded. Except as provided in this Contract, it is agreed and understood that each party to this Contract voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Contract.

With respect to other matters within the scope of negotiations, negotiations may be required as provided in subsection B below.

B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Contract.

The parties recognize that it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State

*[Handwritten signature]*

finds it necessary to make such changes, the State shall notify the Union of the proposed change thirty (30) days prior to its proposed implementation.

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1. Where such changes would affect the working conditions of a significant number of employees.
2. Where the subject matter of change is within the scope of representation pursuant to the Dills Act.
3. Where the Union requests to negotiate with the State.

An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Contract. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution.

The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to section 3518 of the Dills Act.

- C. The DPA will meet with representatives of the Union monthly, upon request, to review the notices to meet and confer under the provision of B above received by the Union to determine if the issues to be discussed can be consolidated to reduce the number of meetings required.

*John Chapman*



# UNION PROPOSAL

Bargaining Units: All

Date: \_\_\_\_\_

Article and Section No: 24.2

T/A  
2/13/9  
9:07 pm

The Union proposes the following changes be made to the following section:

## 24.2 Duration

- A. Unless a specific provision provides for a different effective date, The terms of this Contract shall be from July 1, 2008 to June 30, 2010.
- C. ~~B.~~ Any grievances filed during the period of July 1, 2008 until ratification of this Contract shall fall under provisions of the July 1, 2005 to June 30, 2008 Contract.
- D. ~~C.~~ In the six (6) month period prior to the expiration date of this Contract, the complete Contract will be subject to renegotiation.

State proposing the following:

B. Unless a specific provision provides for a different effective date, any additions or changes to economic or benefit provisions of this Contract will not be applied retroactive and shall be effective upon ratification.

SEIU T/A  
Margaret Maldonado  
President  
Local 1000  
Bargaining Unit 11  
Boat  
All contract V/T  
PAB  
Jan 3 475

Jan Choyen



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: Side Letter #1      Proposal No.: 2**

*The Union proposes the following changes be made to the following section:*

**Side Letter #1 – Golden Handshake**

If the Golden Handshake provisions are offered during the term of this Contract and the CDE DOE or any of its Special Schools or Diagnostic Centers participate, the department will consider offering it to Unit 1, 3, 4, 11, 14, 15, 17, and 20, and 21 employees in the CDE DOE.

9/15/08  
10:48 am  
J. Sanders

9/15/08 TA  
Donkran  
Jan Parker  
N Lyndia BU 17  
R. Lyndia BU 20  
Bridgette BU 1  
All of them  
Tony Wheeler BU 15  
C. H. H. BU 1  
Don K. H. BU 1



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: Side Letter #2      Packaged Proposal**

*The Union proposes the following changes be made to the following section:*

**Side Letter #2 – Streamlining the State Safety Retirement Process**

- A. The Union agrees to the State safety retirement membership process as outlined in the provisions of Government Code sections 19816.20 and 20405.1 and will not be subject to the provisions of Government Code section 18717.
- B. For those positions recommended by the Union pursuant to the provisions of A above, the State agrees to review positions in ~~Units 1, 3, 4, 11, 14, 15, 17, and 20, and 21~~ that potentially meet requirements for safety retirement and to place all positions meeting safety retirement criteria into the safety retirement category following establishment by the SPB of the appropriate parenthetical safety classes.

12-25-09 2:38 PM  
Soru T/A

TA 2:38 PM  
1/25/09  
Rabbia Jue

Handwritten signatures and notes at the bottom of the page, including names like "Margaret", "Brendy", "Cathy", "Bandy", and "Bandy".



**UNION PROPOSAL**  
**Bargaining Units: All**  
**Date: \_\_\_\_\_**

**Article and Section No: Side Letter #3      Proposal No.: 1**

*The Union proposes no changes be made to the following section:*

**Side Letter #3 – Domestic Partner**

For the purpose of application to this Contract a domestic partner shall be certified with the Secretary of State's office in accordance with Family Code section 297.

Ta  
1:40 pm  
J Sanders  
9/16/08

1:40 pm  
9/16/08 TA  
Dunkley  
Shuler u-15 #1  
Fisher Dom #4  
Layman #4  
Nye BU 17  
Anthon BU 16  
Brad Willis BU  
J. Layman u-1  
[Signature]



UNION PROPOSAL  
Bargaining Units: All  
Date: \_\_\_\_\_

CT  
2/13/09  
9:07 p  
TA

Article and Section No.: SL #4

Package Proposal

The Union proposes the attached Access Side Agreement be inserted as  
Side Letter #4:

Side Letter #4 Access Agreement Side Letter

UNION  
Rumana  
Bridgette Bu 11  
Liz Bu 10  
Margaret Malden Bu 11  
Shawna Bu 21  
Rohy Atkins Bu 15  
Doreen #3  
Name Bu 17  
Nigeria Bu 17  
Unit 14

*[Signature]*





1:33 PM  
06/26/08



CT 2/13/09  
9:07p  
TH

Date: March 5, 2007

To: State of California Department Heads and Labor Relations Officers  
SEIU Local 1000 Stewards, Area Coordinators and Labor Representatives

From: Julie Chapman  
Deputy Director of Labor Relations  
Labor Relations Division  
Department of Personnel Administration  
(916) 324-0476 FAX (916) 322-0765

Michael Baratz  
Chief of Staff  
Service Employees International  
Union, Local 1000  
(916) 326-4222 FAX (916) 326-4215

Subject: Sideletter Regarding Access

Over the last two years, the State of California and SEIU, Local 1000 have struggled to find a balance between the State's operational needs and the Union's need to access the employees it represents at their worksites. This challenge has resulted in a number of serious confrontations, including arrests, as well as legal conflicts in various forums that continue to this day.

In the interest of harmonious Labor Relations, the parties agreed in June of 2006 to work with a neutral mediator and make a good faith effort to resolve the issue. The enclosed document is the result of those sessions between the Department of Personnel Administration and SEIU, Local 1000.

As with all agreements, both sides had to compromise. This agreement, however, is intended to provide a proactive framework for facilitating Union access and addressing disputes before they escalate.

In that spirit, the State and the Union are fully committed to the following principles:

- Department/Union cooperation in seeking solutions to access issues
- Swift resolution of disagreements when they occur
- An ongoing understanding of, and respect for, each others' particular operational needs

We now look to you to implement this agreement in the spirit in which it was negotiated. There will be joint training provided on the agreement at a date still to be determined.

Attachment

Sideletter to the Collective Bargaining Agreement  
between the State of California and the SEIU Local 1000,  
Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21  
regarding access

CT 2/13/09  
9:07p  
TA

This document is developed for the purpose of implementing the collective bargaining agreement. Department personnel and union representatives are encouraged to discuss/resolve access problems if they arise.

The union shall provide advance notice of its intent to visit worksites. Departments shall notify the union of the appropriate person to receive notice. Providing notice shall not be interpreted as requesting permission. However, where worksites with legitimate issues of safety, security or patient care exist, reasonable accommodations for access and/or distribution of information shall be provided. Departments shall discuss such accommodations with the union.

The union has the right to distribute information where represented employees work. The union will not block entrances. Distribution of information inside worksites shall not cause disruption of work.

Where escorts are necessary for reasons of safety, security or patient care, including patient privacy, typically, such escorts shall be Local 1000 bargaining unit members and such escorts shall not interfere with discussions between the union and its members.

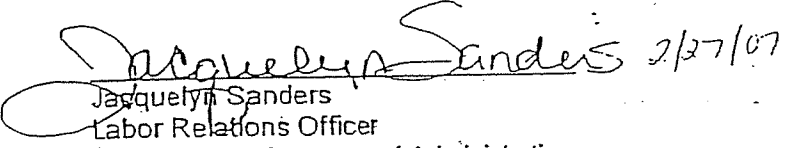
When problems/issues regarding union access to members' worksites occur, and cannot be resolved at the department level, the following persons should be contacted:


Jacquelyn Sanders, Labor Relations Officer (916) 324-0476  
Department of Personnel Administration

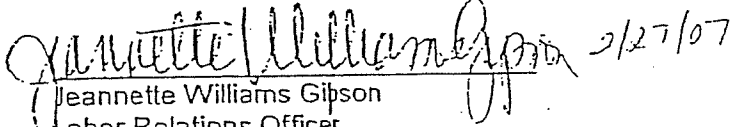
Michael Baratz, Chief of Staff (916) 326-4222  
SEIU, Local 1000

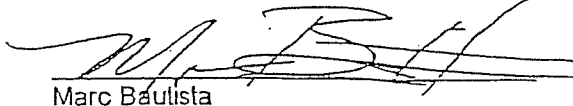
or  
Paul Harris, Chief Counsel (916) 326-4208  
SEIU, Local 1000

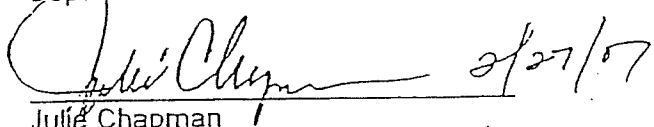
In the event that agreement cannot be reached between the DPA and SEIU Local 1000 contact persons, the dispute may be submitted directly to arbitration pursuant to Step 4 of the grievance procedure. The parties shall exchange written statements regarding the issue and the response within one week of failure to agree.

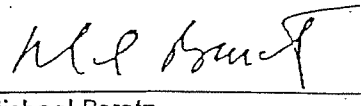
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Jacquelyn Sanders  
Labor Relations Officer  
Department of Personnel Administration

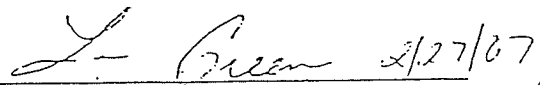
  
Yvonne Walker  
Vice President, Bargaining  
SEIU Local 1000

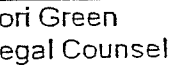
 2/27/07  
Jeannette Williams Gibson  
Labor Relations Officer  
Department of Personnel Administration

  
Marc Baulista  
Vice President, Organizing & Representation  
SEIU Local 1000

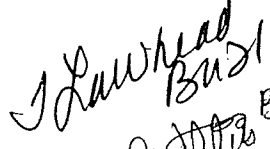
 2/27/07  
Julie Chapman  
Deputy Director, Labor Relations  
Department of Personnel Administration

  
Michael Baratz  
Chief of Staff  
SEIU Local 1000


 2/27/07  
Lori Green  
Legal Counsel  
Department of Personnel Administration

  
Lori Green  
Legal Counsel  
Department of Personnel Administration

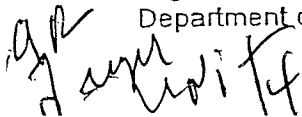
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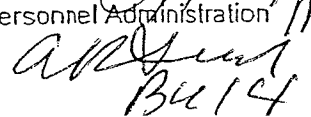
  
J. Lawhead  
BU 11

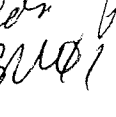
  
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BU 13

  
James B. Conley  
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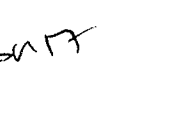
  
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Lori Green  
BU 14



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

Ed-r  
3:50 pm  
1/20/19  
BU 1  
Union

**Article and Section No: SL 4.1**

**Packaged Proposal**

*The Union proposes no changes be made to the following section:*

**Side Letter 4.1: Joint Labor Management IT Training Committee,**

**Signed April 24, 2001**

The IT Training Committee will consist of six (6) members, three (3) management members selected by DPA and three (3) Union members selected by the Union. The purpose of the committee is to review training programs for IT classifications, (e.g., entry-level, career development and project management). Training will encompass both internal/external department-specific and outside vendor sources.

The committee will research all available sources for IT training, review the program for appropriate usage and make recommendations to State departments for their use.

The committee will meet every two (2) months for one year, upon adoption of the revised MQs of all IT classifications. Members of the committee will be granted state release time for all committee meetings. The committee will discuss the option to extend the committee by mutual agreement.

TA  
2:28 pm  
1/25/19  
Rabbi Ince

white  
unc  
for Agent or  
D. Quab  
L. C.



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**June 19, 2008**

1:34pm

**Article and Section No: SL 6.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**Side Letter 6.1: EDD Tax Tools October 19, 2000**

The EDD FACD Audit Program STA Tools Package agreement of October 19, 2000 shall remain in effect.

TA'd  
06/19/08  
1:34pm  
Deborah True

Union TA

Acemine Lefkin

Daigz  
Mildy

Nate Hawthorne

Paul Wolcott

Paul Gonzalez - coke

Margaret Wilson



# UNION PROPOSAL

Bargaining Unit: Unit 1

Date: June 19, 2008

Article and Section No: SL 7.1

Proposal No.: 2

*The Union proposes the following changes be made to the following section:*

## Side Letter 7.1: EDD Quality Assurance Review (QAR)

The EDD Quality Assurance Review (QAR) agreement of ~~October 19,~~  
2000 2001 shall remain in effect.

JT-P

Feb. 28, 2008

1:17pm TC  
8/27/08  
dwt

TA'd  
1:18pm  
Nabonah June  
08/27/08

Tad  
Margarita Wilson  
Quinn Lusk  
Jacqueline McCallum  
Karen Devall  
Brenda J. Mott  
Janet Goss  
Gina  
Cindy Kaufman  
Warlene Curley  
Sue

*[Signature]*

# Management Proposal

Bargaining Unit: 1

Exclusive Representative: SEIU

Date:

Subject: Side Letter 8

## ARTICLE Side Letter 8

### Side Letter 8 – Extended Travel, Department of Insurance

The Union and the Department of Insurance agree that, as an incentive for Unit 1 employees required to travel for extended periods that are on a temporary travel assignment, the State shall pay short-term per diem for long-term travel. Continuation of this section shall be in accordance with all applicable Federal and State tax laws.

1-25-09 2:38 AM  
SEIU T/A

Theresa Miller  
Karen DeVall  
Mick  
Todd  
in  
Maggie  
Bridget  
Cassidy  
Quinn  
Ben Agat  
Diane  
Brenda

T/A 2:38 AM  
1/25/09  
Abbie  
Jue



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

1/20/09  
5:12pm

**Article and Section No: SL 9.1**

**Packaged Proposal**

**The Union proposes to delete the following section:**

**~~Side Letter 9.1: BOE Office Moves, March 8, 2000~~**

~~The Agreement between the BOE and the Union dated March 8, 2000,  
regarding Southern California office relocations of the Investigations  
Division remains in full force and effect.~~

1/25/09 2:38 PM  
SEIU T/P

Margaret Melton  
Karen DeHoll  
Mia J. Chiu

Carol Wilson  
Margaret Melton  
Brenda M. [unclear]  
Carol [unclear]  
Dianne [unclear]

For Agt. [unclear]  
Bundage

TA  
2:38 AM  
1/25/09  
Debbie June





**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

1/20/09  
5:12pm

**Article and Section No: SL 10.1**

**Packaged Proposal**

**The Union proposes to delete Sideletter 10.1, with the adoption of its proposal "15.X.1 State Compensation Insurance Fund: Office Moves":**

5:14pm  
table  
change

**Side Letter 10.1: State Fund Moves**

~~To the Glendale Office, effective date March 1, 2000:~~

~~The Agreement between State Fund and the Union with the effective date of March 1, 2000, regarding the office relocations to the Glendale office remains in full force and effect.~~

~~From Costa Mesa to Santa Ana, dated 11/15/00:~~

~~The agreement between State Fund and the Union dated November 15, 2000, regarding the office relocation of the Costa Mesa office to the Santa Ana office remains in full force and effect~~

1-25-09 2:38 PM  
SEIU T/A

Margaret Wilson  
Bridget Mott  
Carmen Linares  
For Aguirre  
Banks

Margaret Wilson  
Bridget Mott  
Carmen Linares  
For Aguirre  
Banks

T/A  
2:38 PM  
1/25/09  
Rabbi Jure



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**June 18, 2008**

E4  
2:22  
Union  
6/18/8

**Article and Section No: SL 11.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**Side Letter 11.1: The CalPERS Telework Program Agreement Dated February 2, 2000**

The CalPERS Telework Program agreement dated February 2, 2000 shall remain in effect.

TA'd 6/25/08  
9:35 PM  
Mansueto  
Bridget  
June 25, 2008  
Paul P. Wilson  
Margaret Wilson  
Paul Gonzalez - COB

TA'd  
6/25/08  
9:35 PM  
Nehemiah



**UNION PROPOSAL**  
**Bargaining Units: Unit 1**  
**Date: 6/25/08**

**Article and Section No: SL 12.1**

**Proposal No.: 1**

*The Union proposes that no changes be made to the following section:*

**Side Letter 12.1: California Environmental Protection Agency  
(CalEPA) Agreement dated October 2000**

The October 2000 agreement between the State and the Union regarding the CalEPA headquarters office building and related Boards, Departments and Offices (BDO) moves shall remain in effect.

*T/A  
6/25/08 9:37  
SEIU 1000  
Margo I. Mel  
Bundy  
Junita S. Mendenhall  
Paul Rodas  
Margaret Wilson  
Paul Gonzalez  
TAD r/o  
6/25/08 9:37pm  
Deborah Zue*

1/20/09  
5:12pm



**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: SL 13.1**

**Packaged Proposal**

~~The Union proposes to delete Sideletter 13.1, with the adoption of its proposal "15.X 1 State Compensation Insurance Fund: Office Moves".~~ *table change @5:15pm*

~~Side Letter 13.1: Move of State Compensation Insurance Fund (SCIF)  
Employees to Cerritos, 8/20/02~~

~~The Agreement between SCIF and the Union dated 8/20/02 regarding  
the move of employees to Cerritos remains in full force and effect.~~

*230  
1-25-09  
SEIU T/A*

*Margaret Melnick  
Karen  
T/A*

*2 in  
Margaret Wilson  
Buck & M*

*Carla Hutto  
Quinn  
for Aguirre  
Bandy*

*T/A  
2:38pm  
Rebecca June  
1/25/09*

9/19/68

~~5.X.1 Employment Development Department~~

**Joint Labor Management Committee – Employment Development Department (EDD) Workforce Services Branch (WSB) Job Service Field Division (JS) and Unemployment Insurance Branch (UIB) Employment Program Representatives (EPR) and Disability Insurance Branch (DIB) Disability Insurance Program Representatives (DIPR)**

The Committee shall meet at a minimum of at least once per quarter. The State and the Union shall each be entitled to select a maximum of five (5) representatives. The State and Union shall each select its own representatives. No more than two (2) Union representatives shall be from the same branch. The Co-Chairs of the Joint Committee shall be one (1) individual selected by the Union and one (1) individual selected by the EDD. The State agrees that the Union representatives who are EDD employees will serve and participate on the Committee without loss of compensation.

11:06 AM  
TAD  
9/19/08  
Laborer  
Jesse

Table  
change  
11:06  
am

JTY

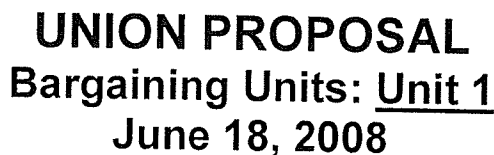
SEI W 1000

TA  
9-19-08  
1186

1600  
-19-08  
11:06  
San Agustín  
Academia de San Agustín  
San Agustín  
Major General  
M. A. de la Cruz  
M. A. de la Cruz  
M. A. de la Cruz

Todd Sull  
Karen Duvall  
Brenda Mck  
Janet Sars  
Meyse  
Cathy Huchitt  
Cindy Kaufman  
Margaret

R/O  
3:12pm  
TA'd  
9/19/08  
Deborah Jure



## Proposal No.: 1

~~Side Letter - 16.1: DSS, Disability and Adult Programs Division  
(DAPD) Implementation of Electronic Processing Agreement~~

~~As a result of the meet and confer meetings regarding the impact of electronic processing of the disability claims, the Union (SEIU Local 1000) and the DSS, DAPD agree to the following:~~

~~4. WORKLOAD — Upon signed agreement, the DAPD will cap average case assignment, as currently defined, at no more than thirteen (13) cases per week per full time Disability Evaluation Analyst through September 30, 2006. This cap shall be prorated for less than full time employees. If the DAPD is required to increase the cap, a notice must be sent to the Union which demonstrates the need for the change.~~

~~2. Personnel Evaluation – The DAPD will provide a copy of a duty statement for all Unit 1 and Unit 4 employees who are involved in the eDIB processing of disability claims within thirty (30) days of a signed agreement.~~

~~The DAPD will provide the Union with a list of the training modules available to its unit 1 and 4 employees who are involved in eDIB processing of disability claims within thirty (30) days of a signed~~

Paul Rodriguez  
Jacqueline McCallum  
Paul Gonzalez

- a. ~~Case Distribution~~
- b. ~~Training~~
- c. ~~Case Processing~~
- d. ~~Case Backlog~~
- e. ~~System Availability (down time)~~

4. The DAPD agrees to evaluate the work processes of the Program Technicians who are involved with the eDIB processing of disability claims. Upon a signed agreement, the evaluation will be conducted over the following twelve (12) months. The division will provide the Union a copy of the summary report produced as a result of that evaluation. Within thirty (30) days of the Union's receipt. The Union may request to meet to discuss the report.

SETHUDD T/A  
7/12/08

7/17/10  
Magnet Model  
Gundy Kraft  
Severance  
Akh

Margaret Wilson  
 Todd Snell

Margaret  
 Todd Smith  
 Brady Johnson  
 Miss Jennifer  
 Janet S. Henderson  
 Newell

at 5. Under  
Karen Marshall  
D. Marshall

Paul Rodatz  
Marguerite MacCallum  
William Wesley  
Paul Gonzalez-Coke





**UNION PROPOSAL**  
**Bargaining Unit: Unit 1**  
**Date: \_\_\_\_\_**

**Article and Section No: SL 17.1      Packaged Proposal**

**The Union proposes to delete SL 17.1 with the adoption of its proposals to incorporate into the contract CalPERS Investment Officer III, Incentive Award Program and Chartered Financial Analyst Pay Differential:**

**~~Side Letter 17.1 Investment Officer Series (CalPERS, STRS)~~**

**~~A. Salary Adjustment~~**

~~Effective January 1, 2007 the Investment Officer III II, CalPERS (Class Code 4695) and Investment Officer III, STRS (Class Code 7684) shall have five percent (5%) added to the maximum salary rate. Additionally, the Investment Officer III, CalPERS (Class Code 4695) shall have a new minimum salary rate added to the range five percent (5%) less than the current minimum salary rate.~~

~~Employees who have been at the old maximum salary rate of these classes, for a minimum of twelve (12) qualifying pay periods shall receive a five percent (5%) increase. Employees at the old maximum salary rate for less than twelve (12) qualifying pay periods shall receive a new salary anniversary date based on qualifying service at the old maximum salary rate. Qualifying service toward the twelve (12) qualifying pay periods shall be in accordance with DPA rules 599.682(b) and 599.687.~~

**~~B. CalPERS Investment Officer III, Incentive Award Program~~**

~~No later than January 1, 2007, the State and SEIU Local 1000 agree to meet and confer to establish an incentive award program for Investment Officer III's employed at the CalPERS and the STRS.~~

*Handwritten notes and signatures on the left margin:*  
1-25-09  
2:38 PM  
SEIU T/A  
Margaret Hillson  
Hilary Wilson  
Plus CalPERS  
I add  
Margaret Hillson  
Hilary Wilson  
Plus CalPERS  
I add  
Margaret Hillson  
Hilary Wilson  
Plus CalPERS  
I add

*Handwritten notes and signature on the right margin:*  
T/A  
2:38 PM  
1/25/09  
Debbie  
Dine

### ~~C. Chartered Financial Analyst Pay Differential~~

~~Upon recommendation of CalPERS or STRS management and with the approval of the DPA, the State shall provide a pay differential according to departmental policy and criteria to full-time employees in the classifications of Investment Officer I, Investment Officer II, or Investment Officer III, and who achieve certification as a Chartered Financial Analyst.~~

~~The pay differential shall be equivalent to five percent (5%) of the employee's monthly salary rate and will be provided for the period the employee holds a permanent appointment in the Investment Officer I, Investment Officer II, or Investment Officer III classifications, with the CalPERS or STRS.~~

~~Pursuant to article 13.10.1, Education and Training, upon recommendation of CalPERS or STRS management and consistent with departmental policy, an eligible employee, in the Investment Officer I, II, or III classification, may be provided reimbursement for related expenses while a participant in the Chartered Financial Analyst educational, testing, and certification process.~~

*Handwritten notes and signatures:*  
- Top left: "10/25/09 2:38 PM" and "SETU TIA" with a signature.  
- Middle left: "Margaret Wilson" and "Blanche" with a signature.  
- Bottom left: "Margarita Wilson", "Blanche", "Cory Strode", and "Dennis" with a signature.  
- Bottom center: "Ben Agate" and "Mandy" with a signature.  
- Top right: "TIA 2:38 PM 1/25/09" and "Dobbie" with a signature.

and Medical Leave Act.

MANAGEMENT PROPOSAL

CT 2/13/09  
9:07 P  
TA

Bargaining Unit: All

Date: \_\_\_\_\_

Exclusive Representative: SEIU, Local 1000

Subject: G.3 Bike or Walk to Work Program

The State proposes

G.3 Bike or Walk to Work Program

A. The State shall endeavor to make facilities available to employees who bike or walk to work including, but not limited to, clothing lockers, secure bicycle storage and shower facilities in all State owned or leased buildings.

3. This Section is not grievable or arbitrable.

*[Handwritten notes and signatures]*  
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*[Handwritten signature]*